

*United States Court of Appeals  
for the Second Circuit*



**APPENDIX**



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**75-4240**

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**United States Court of Appeals  
For the Second Circuit**

**Docket No. 75-4240**

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NEW YORK PRINTING PRESSMEN AND OFFSET WORKERS UNION, NO. 51, INTERNATIONAL PRINTING AND GRAPHIC COMMUNICATIONS UNION, AFL-CIO,

*Petitioner,*

v.

NATIONAL LABOR RELATIONS BOARD,

*Respondent.*

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ON PETITION FOR REVIEW OF AN ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD

**JOINT APPENDIX**

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DORAN, COLLERAN, O'HARA, POLLIO &  
DUNNE, P.C.

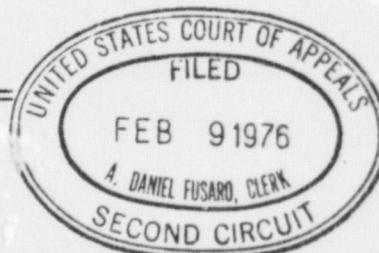
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## CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: New York Printing Pressmen and  
Offset Workers Union, No. 51,  
International Printing and Graphic  
Communication Union, AFL-CIO

Case Nos.: 29-CA-3414  
29-CA-3522

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12. 5.73 Hearing closed

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10.10.74 General Counsel's exceptions to Decision of Administrative Law  
Judge, received

6. 4.75 Board's Decision and Order, dated

Order Consolidating Cases, Consolidated  
Amended Complaint And Notice of Hearing  
(dated October 31, 1973)

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

MILBIN PRINTING, INC.  
MORLAIN PRESS, INC.  
PRESSURE SENSITIVE TAPE AND LABEL CORP.  
MCM ADVERTISING, INC.  
CORTNEY PRESS, INC.

and

Cases Nos. 29-CA-3414  
29-CA-3522

NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS UNION NO. 51,  
INTERNATIONAL PRINTING PRESSMEN AND  
ASSISTANTS UNION OF NORTH AMERICA,  
AFL-CIO

ORDER CONSOLIDATING CASES, CONSOLIDATED  
AMENDED COMPLAINT AND NOTICE OF HEARING

Upon a charge filed by New York Printing Pressmen and Offset Workers Union No. 51, International Printing Pressmen and Assistants Union of North America, AFL-CIO, herein called Local 51, in Case No. 29-CA-3414, alleging that Milbin Printing, Inc., herein called Milbin, Morlайн Press, Inc., herein called Morlайн, Pressure Sensitive Tape and Label Corp., herein called Pressure, MCM Advertising Corp., herein called MCM, and Cortney Press, Inc., herein called Cortney, and herein sometimes collectively called Respondent has engaged in, and is engaging, in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board herein called the Board, on behalf of the Board, by the undersigned Regional Director for Region 29, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations - Series 8, as amended, Section 102.15, on August 31, 1973 issued a Complaint and Notice of Hearing alleging that Respondent has engaged in, and is engaging, in certain unfair labor practices affecting commerce as set forth and defined in the Act; and

It having been charged in Case No. 29-CA-3522 by Local 51 that Respondent has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director for Region 29, having duly considered the matter and deeming it necessary in order to effectuate the purposes of the Act, and to avoid unnecessary costs or delay,

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations - Series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations-Series 8, as amended, Section 102.15 hereby issues this Consolidated Amended Complaint and Notice of Hearing and alleges as follows:

1. (a) The Charge in Case No. 29-CA-3414 was filed by Local 51, on May 29, 1973 and served by registered mail upon Respondent on or about May 29, 1973.

(b) The Charge in Case No. 29-CA-3522 was filed by Local 51, on August 27, 1973 and served by registered mail upon Respondent on or about August 27, 1973.

2. Milbin, Morlaine, MCM, Cortney and Pressure are and have been at all times material herein corporations duly organized under, and existing by virtue of, the laws of the State of New York.

3. Milbin, Morlaine, Pressure, MCM and Cortney, are, and at all times material herein, have been affiliated businesses with common officers, ownership, directors and operators, and constitute a single integrated business enterprise; the said directors and operators formulate and

administer a common labor policy for the aforesigned companies, affecting the employees of said companies.

4. At all times material herein Respondent has maintained its principal office and place of business at 135 Schmitt Boulevard, in the Town of Farmingdale, County of Suffolk, State of New York, herein called the Farmingdale plant where it is, and has been at all times material herein, engaged in the printing, sale and distribution of labels, forms, and related products.

5. During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business operations, manufactured, sold and distributed at its Farmingdale plant, products valued in excess of \$50,000, of which products valued in excess of \$50,000 were shipped from said place of business in interstate commerce directly to states of the United States other than the state in which it is located.

6. Respondent, is and has been at all times material herein an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

7. Local 51 is, and has been at all times material herein, a labor organization with the meaning of Section 2(5) of the Act.

8. Daniel Cooper, Jack Cooper and Julius Cooper, are, and have been at all times material herein, corporate officers, of Respondent, acting on its behalf, and agents thereof.

9. All pressmen, cameramen, platemakers, strippers, artists, rewinders, and bindery employees of Respondent employed at its Farmingdale plant, exclusive of all office clerical, professional, sales shipping and receiving employees, guards and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

10. On or about September 29, 1972, a majority of the employees of Respondent in the unit described above in paragraph 9, by a secret election conducted under the supervision of the Regional Director for Region 29 of the National Labor Relations Board, designated and selected Local 51 as their representative for the purposes of collective bargaining with Respondent, and on or about October 10, 1972 said Regional Director certified Local 51 as the exclusive collective bargaining representative of the employees in said unit, and at all times since said date, Local 51 by virtue of Section 9(a) of the Act, has been and is now the exclusive representative of all the employees in said unit for the purposes of collective bargaining.

11. On various dates during the period between October, 1972 through July, 1973 Respondent and Local 51 engaged in collective bargaining negotiations with respect to the rates of pay, wages, hours of employment, and other terms and conditions of employment of the employees of Respondent in the unit described above in paragraph 9.

12. On or about April 1, 1973, May 15, 1973, and on various other dates presently unknown during the months of April and May, 1973, Respondent by Jack Cooper and Julius Cooper, its corporate officers and agents, at its place of business, warned its employees that it would never sign a collective bargaining agreement with Local 51.

13. On or about March 8, 1973, March 27, 1973, May 15, 1973, and on other dates presently unknown, Local 51 requested that Respondent furnish to Local 51 books and records to verify and support Respondent's claims that it could not grant the wage increases and improvements in benefits demanded by Local 51, and that it had not granted certain wage increases in past years to employees.

14. On or about March 8, 1973, March 27, 1973, May 15, 1973 and on other dates presently unknown during the period between March through May 1, 1973 Respondent refused, and continues to refuse, to furnish

to Local 51 the books and records requested by Local 51 as described above in paragraph 13.

15. Since in and around October, 1972, and more particularly since on or about November 29, 1972, a date six months prior to the filing and service of the charge in Case No. 29-CA-3414, Respondent negotiated with Local 51 in bad faith, and with no intention to enter into any final or binding collective bargaining agreement with it.

16. On or about May 16, 1973, certain employees of Respondent ceased work concertedly, and went out on strike, and since said date, have continued to engage in such concerted work stoppage and strike.

17. (a) On or about June 28, 1973 Respondent failed to grant to employees Albert Jannone, John Gregory, Joseph Pallazola, Roy King, and Fred Marando the proper amount of vacation pay due to these employees.

(b) On or about June 28, 1973 Respondent failed to grant to employee Thomas Kearns any vacation pay.

18. Respondent engaged in the conduct as described above in subparagraphs 17(a) and 17(b) because said employees of Respondent ceased work concertedly and went on strike as described above in paragraph 16 and because said employees joined and assisted Local 51 and engaged in other concerted activity for the purpose of collective bargaining and mutual aid and protection.

19. Respondent engaged in the conduct described above in paragraphs 12, 14, 15, 17, and 18, in order to undermine Local 51 and to destroy its majority status among the employees in the unit described above in paragraph 9.

20. The strike described above in paragraph 16 was caused, provoked and prolonged by the unfair labor practices of Respondent described above in paragraphs 12, 14, 15, 17, 18 and 19.

21. By the acts described above in paragraphs 12, 14, 15, 17, and 18 and by each of said acts Respondent interfered with, restrained and coerced, and is interfering with restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

22. By the acts described above in paragraphs 17 and 18 and by each of said acts, Respondent discriminated and is discriminating in regard to the hire and tenure and terms and conditions of employment of its employees, thereby discouraging membership in a labor organization and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

23. By the acts described above in paragraphs 12, 14, 15, 17, 18, and 19 and by each of said acts, Respondent refused to bargain collectively and is refusing to bargain collectively with the representative of its employees, and thereby engaged in, and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

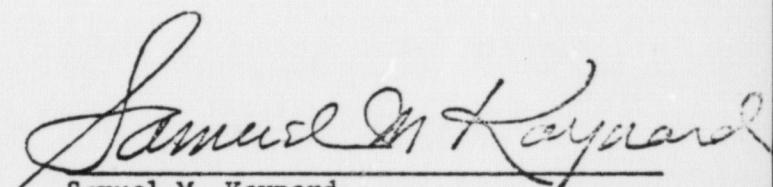
24. The acts of Respondent described above in paragraphs 12, 14, 15, 17, 18 and 19 occurring in connection with the operations of Respondent, described above in paragraphs 2 through 6, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 12th day of November 1973 at 11:00 a.m. at 16 Court Street, Fourth Floor, in the Borough of Brooklyn, State of New York, as heretofore scheduled, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor

Relations Board on the allegations set forth in the above Consolidated Amended Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony. Form NLRB-4668, Statement of Standard Procedures In Formal Hearings Held Before The National Labor Relations Board In Unfair Labor Practice cases, is attached.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Consolidated Amended Complaint within ten (10) days from the service thereof, and that unless it does so all of the allegations in the Consolidated Amended Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Dated at Brooklyn, New York this 31st day of October, 1973.



Samuel M. Kaynard  
Regional Director  
National Labor Relations Board  
Region 29  
16 Court Street  
Brooklyn, New York 11241

Answer of Respondents To  
Consolidated Amended Complaint  
(dated November 2, 1973)

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 29

MILBIN PRINTING, INC.  
MORLAIN PRESS, INC.  
PRESSURE SENSITIVE TAPE AND LABEL CORP.  
MCM ADVERTISING INC.  
CORTNEY PRESS, INC.

CASE NO. 29-CA-3414  
29-CA-3522

and

NEW YORK PRINTING PRESSMEN  
UNION NO. 51, IPPAUNA, AFL-CIO

ANSWER OF RESPONDENTS TO  
CONSOLIDATED AMENDED COMPLAINT

The respondents, Milbin Printing, Inc., Morlain Press Inc., Pressure Sensitive Tape and Label Corp., MCM Advertising Inc., and Cortney Press, Inc. by their attorney, Hugh P. Husband, Jr., for their answer to the Consolidated Amended Complaint heretofore filed in the above captioned matter and served on them on November 1, 1973:

1. Admit the allegations contained in paragraphs 1,2, 3,4,5,6,7,8, and 9 of the Complaint.
2. Deny each and all of the allegations contained in paragraphs 12, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 of the Complaint.

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FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

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3. As to the allegations contained in paragraph 10 of the Complaint, respondents admit that on September 29, 1973, the FNB conducted a secret election amongst the employees of Respondents in the unit described in paragraph 9, and that on October 10, 1972 the Regional Director certified Local 51 as the exclusive bargaining representative of the employees, in said unit and respondents denies all other allegations of said paragraph.

4. As to the allegations of paragraph 11, respondents admit that they and Local 51 engaged in collective bargaining negotiations with respect to the rates of pay, wages, hour of employment and other working conditions of the employees of the respondents in the unit described in paragraph 9 during the period between October, 1972 through October, 1973.

5. As to the allegations of paragraph 13, respondents admit only that Local 51 in 1973 had demanded to see the financial books and records of respondents, but respondents deny each and all of the allegations in said paragraph, and respondents specifically deny that it ever claimed "that it could not grant the wage increases and improvements in benefits demanded by Local 51".

6. As to paragraph 14, Respondent admits only that in 1973 it refused to permit Local 51 to examine its financial books and records, and denies the allegations of said paragraph.

WHEREFORE, it is respectfully requested that complaint be dismissed.

Hugh P. Husband, Jr.  
Attorney for Respondents  
Box 758  
Bridgehampton, New York 11932

**CERTIFICATION**

I hereby certify that I have on the 2nd day of November, 1973, served the foregoing answer upon the parties that are listed below or upon counsel who are known by placing copies of same in the United States mail, postage prepaid and addressed to such party or counsel.

Hugh P. Husband, Jr.  
Hugh P. Husband, Jr.

BROOKLYN, NY:

New York Printing Pressmen & Offset  
Workers Union #51, IPPAUNA, AFL-CIO  
200 Park Avenue South  
New York, New York 10003

RECORDED  
REFUGED

Board's Decision and Order

(dated June 4, 1975)

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Farmingdale, N.Y.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

MILBIN PRINTING, INC.,  
MORLAIN PRESS, INC.,  
PRESSURE SENSITIVE TAPE AND  
LABEL CORP., MCM ADVERTISING,  
INC., CORTNEY PRESS, INC.

and

Cases 29-CA-3414 and  
29-CA-3522

NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS UNION NO. 51,  
INTERNATIONAL PRINTING AND  
GRAPHIC COMMUNICATION UNION,  
AFL-CIO

DECISION AND ORDER

On July 31, 1974, Administrative Law Judge Max Rosenberg issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light <sup>1/</sup> of the exceptions and brief and has decided to affirm the rulings, findings,

<sup>1/</sup> The General Counsel has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. Standard Dry Wall Products, Inc., 91 NLRB 544 (1950), enfd. 188 F.2d 362 (C.A. 3, 1951). We have carefully examined the record and find no basis for reversing his findings.

and conclusions of the Administrative Law Judge and to adopt his recommended Order.

We agree with the Administrative Law Judge's analysis of the facts and his conclusion that "Respondent entered into negotiations with the Union in good faith, and continued to so bargain all times material herein."

However, our dissenting colleague would find that Respondent violated Section 8(a)(5) by refusing to furnish company books and records to the Union while at the same time pleading inability to meet the Union's monetary demands. But we agree with the Administrative Law Judge that there was no plea of inability to pay within the meaning of N.L.R.B. v. Truitt Co., 351 U.S. 149 (1956). Daniel Cooper, Respondent's chief negotiator, credibly testified that he never told the union negotiators that Respondent could not afford to pay the union demands; he only stated that his desire to maintain a "proper balance" for his business did not permit him to "reach the Union's numbers." To the same effect, the union negotiators testified that Daniel Cooper never claimed that "business was bad" and for that reason could not afford to pay more. They never sought an explanation of what was meant by maintaining a "proper balance." But Cooper explained at the hearing:

Proper balance is that I could have my business grow the way it has been accustomed to growing, I could reinvest whatever monies or profits we make to buy new equipment, because my business depends on it, to continually to do the advertising that we do to live in the same fashion that I am accustomed to living in, to draw the same salary. . . .

This is not the kind of an "inability to pay" claim which respondent, in the attendant circumstances, was obligated to document under Truitt.  
2/

2/ Even if caused by Respondent's failure to furnish information, the strike was therefore an economic one. But we note the Administrative Law Judge's (continued)

The dissent also finds evidence of bad-faith bargaining by Respondent in shifts of "bargaining stance" during negotiations on the basis of "background evidence" and in statements allegedly made away from the bargaining table.

The "bargaining stance" shifts pertain to the positions taken by Respondent in the matter of union security. At the fifth meeting on January 16, 1972, when the parties were unable to reach agreement on economic issues, they turned to the union-security proposals of the Union. As found by the Administrative Law Judge, Daniel Cooper told Julius Seide, the main union negotiator, that Respondent might agree to a union-security clause if and when full concurrence on financial matters was reached. In a letter to the Union on January 18, Daniel Cooper advised that he was able to persuade his brothers to go along with the agreements in principle reached by him but that, insofar as the Union's proposed union-security clause was concerned, that was to remain "an open issue until we reach agreement on the economics." It was not until the 15th meeting on June 19, 1973, that the issue of union security arose again. Before then, however, on May 16, 1973, the Union began a strike. However, only 6 employees walked the picket line while 18 remained at work. At the June 19 meeting, Daniel Cooper pointed to the fact that he had 18 employees inside and added, "they have told me one by one, that they don't want to have anything to do with you." According to Cooper, he "couldn't see forcing anybody to pay dues or . . . tribute, to anybody or any organization, if the people themselves

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2/ finding on the basis of credited testimony that Respondent's failure to open its books for inspection was not the reason for the strike.

D-9385

didn't want to." Later Respondent offered a form of maintenance of membership for all employees, but this did not meet with union approval. Clearly, these facts do not disclose an unexplained shift in bargaining position regarding union security such as might indicate a determination on Respondent's part to avoid reaching agreement on a contract.

The "background evidence" is of misconduct allegedly occurring away from the bargaining table which was covered by a settlement agreement containing a nonadmission clause and has been fully remedied. As noted, this evidence was introduced by the General Counsel at the hearing and is relied on by the dissent as further proof that Respondent never had any intention to bargain in good faith. Respondent, however, disputed this evidence at the hearing and the Administrative Law Judge did not resolve credibility. The dissent accepts the General Counsel's testimony but does not enlighten us as to the reasons for its acceptance over the testimony which contradicts it. Moreover, with respect to such evidence as this, the Board's conclusion in Baldwin County Electric  
Membership Corporation.<sup>3/</sup> is particularly illuminating:

Although under some circumstances an employer's statements away from the conference room may be utilized to explain otherwise ambiguous conduct at the bargaining table, this is not such a case. Here the Respondent's bargaining conduct does not appear to have been ambiguous in any way. As the record in our view establishes clearly the Respondent's good-faith bargaining at the bargaining table, we find no basis for concluding on the strength alone of the Respondent's statements away from the bargaining table that its otherwise lawful bargaining conduct was converted into a violation of Section 8(a)(5).

In the circumstances of the case before us we are likewise unable to attach such controlling significance to the so-called background evidence. As summarized

<sup>3/</sup> 145 NLRB 1316, 1318 (1964). Also see Safeway Trails, Inc., 216 NLRB No. 171 (1975).

by the Administrative Law Judge: At 21 bargaining meetings over a year's period the Union and Respondent freely and genuinely exchanged proposals, with each side continuously making concessions and actually agreeing upon a multitude of contractual items. Indeed, except for the Union's union-security proposal (as to which Respondent's position has been explained above), the parties had reached full agreement on a labor compact as early as the June 19 meeting. When the last negotiating meeting concluded on October 10, a genuine impasse had been reached because the parties had exhausted the limits of their <sup>4/</sup> negotiable resources.

We agree with the Administrative Law Judge that Respondent's presettlement activities should not be permitted to alter these conclusions drawn by him.

Finally, with respect to the statements allegedly made by the Cooper brothers away from the bargaining table, it appears to us that the Administrative Law Judge has chosen not to believe the testimony attributing those statements <sup>5/</sup> to the Coopers. Indeed, he has expressly rejected testimony by Jannone and Gregory in this connection as being "contrived" and he has found that Daniel Cooper, Respondent's negotiator, did not warn employees, either at negotiating sessions or elsewhere, that he would never consummate a labor agreement with the Union.

Inasmuch as we are not persuaded by a preponderance of the credible evidence that Respondent violated the Act as alleged, we shall dismiss the complaint.

4/ An impasse having been reached, Respondent did not violate the Act when it instituted the wage raise it had previously offered to the Union.

5/ Jack Cooper's threat when he "lost his cool" after being summoned to the bargaining table at the second meeting in November 1972 is, of course, accounted for by the Administrative Law Judge.

20a

D-9385

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the complaint be, and it hereby is, dismissed in its entirety.

Dated, Washington, D.C.

Ralph E. Kennedy, Member

John A. Penello, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

MEMBER JENKINS, dissenting:

Unlike my colleagues, I think the record evidence amply demonstrates that Respondent has refused to submit records to verify a claim of financial inability to meet the Union's demands, has unilaterally granted wage increases, and has bargained without any intention of signing a collective-bargaining agreement in violation of Section 8(a)(5) of the Act.

The record shows that the Union won a Board election on September 29, 1972, and was certified on October 10, 1972. The first bargaining session was held on October 26, 1972, but Respondent did not submit its first wage and benefit proposal until January 16, 1973.<sup>6/</sup> At the bargaining session held on January 16 Respondent agreed in principle to certain of the Union's proposals, including union security. Two days later, however, Respondent withdrew its acceptance of the Union's union-security proposal on the ground that union security was too big an item to give away until there was agreement on economic issues. The parties' positions on wages and benefits were far apart and after several bargaining sessions the Union demanded to see Respondent's books in order to verify Respondent's claim that it could not satisfy the Union's demands.

My colleagues dismiss the allegation related to Respondent's refusal to furnish information on the ground that Respondent did not plead poverty in refusing to grant economic benefits to the employees. The record shows that the Union made its demand for information only after Respondent's primary negotiator Daniel Cooper, repeatedly told the Union that Respondent "couldn't reach [the Union's] numbers" and that it had to limit employee wages and benefits to those offered in order to keep "things in proper balance." At the last bargaining

6/ All dates hereafter are 1973.

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session before the strike Cooper again remarked that Respondent "couldn't reach [the Union's numbers], he couldn't give [the Union] any more."

In my judgment, Respondent's statements were equivalent to saying that it was financially unable to meet the Union's demands. My colleagues' finding to the contrary represents an unduly restrictive interpretation of the Supreme Court's decision in N.L.R.B. v. Truitt Manufacturing Co., 351 U.S. 149 (1956), as applied by this Board. Thus the Board has found that an employer's claim that it was unable to pay more than it was offering and remain "competitive," or an employer's statement that it was in "no mood" to pay increased wages <sup>7/</sup> because of a drop in profits, <sup>8/</sup> were, in effect, a plea of inability to pay. There is no substantive difference in the effect of Respondent's statements here. Thus Respondent's contention that it was not pleading inability to pay but only that it could not afford more than it was offering and still keep things in proper balance appears to be self-contradictory, for if an increase above that offered would have that effect, it would seem to follow that Respondent was financially unable to provide it. Consequently, I would find that Respondent's refusal to furnish information requested by the Union to substantiate its claim violated Section 8(a)(5) of the Act.

It is apparent that Respondent's refusal to furnish information was largely responsible for the stalemate in the negotiations which led to the strike of May 15. As indicated above, Cooper remarked at the bargaining session on May 15 that Respondent "couldn't give [the Union] any more." It may well be

<sup>7/</sup> Stanley Building Specialities Co., 166 NLRB 984, 986, enfd. sub nom. Stanley-Artex Windows, Division of Stanley Works v. N.L.R.B., 401 F.2d 434 (C.A.D.C., 1968); and Wheeling Pacific Company, 151 NLRB 1192, 1224--25 (1965).

<sup>8/</sup> Stockton District Kidney Bean Growers, Inc., 165 NLRB 223 (1967).

that the information requested by the Union would have enabled the Union to detect what Respondent has since conceded—that a larger increase than that offered might have been in order. In the context of Respondent's unlawful refusal to furnish information, it is only appropriate that the testimony by union negotiator Seide and employee-member of the negotiating committee Gregory be afforded full weight. They testified that the Union struck because of Respondent's repeated refusal to provide data to substantiate its claim. Thus the strike must be found to have been caused and prolonged by Respondent's unlawful refusal to furnish information.

Following the commencement of the strike Respondent made several wage and benefit proposals. However, when it appeared that the parties were about to reach agreement on economic issues, Respondent shifted its bargaining stance once again, this time relying on a hard line on union security to avoid reaching a collective-bargaining agreement. It must be recalled that Respondent previously agreed in principle to the Union's union-security proposal and then recanted on the ground that it wanted agreement on economic issues first. Later, when agreement on economic issues appeared imminent, Respondent shifted grounds and refused several union-security proposals on the basis of employee dissatisfaction with the Union. Respondent took this stance even in the face of one union-security proposal by the Union which would not have required any of the employees currently working for Respondent to join the Union.

Thereafter, Respondent told the Union on October 10 that its offer of October 3 was its final offer and that, if the Union did not accept it, Respondent intended to grant a wage increase in that amount, retroactive to August 1. Unlike my colleagues, I do not think that Respondent bargained in good faith

with the Union and accordingly I would not find that a genuine impasse existed on October 10 which would justify the unilateral wage increases granted on October 12. In this regard it is apparent that the only magic surrounding the date of October 10 was not so much that an impasse suddenly materialized on that particular date, as that it was the last day of the Union's certification year. I would find that the unilateral wage increases violated Section 8(a)(5) of the Act.

I am further persuaded that Respondent never had any intention of bargaining in good faith and signing a collective-bargaining agreement with the Union, on the basis of a substantial body of background evidence as well as statements attributed to Respondent's officials away from the bargaining table. The General Counsel presented as background evidence the matters covered in a stipulated settlement agreement to show Respondent's opposition to union organization by its employees generally and for consideration in evaluating Respondent's conduct at the bargaining table.<sup>9/</sup> The settlement agreement covered conduct occurring before and after the election and was executed by the parties on April 9, during the course of the negotiations here. This evidence consisted of threats to close the plant, promises of benefits, grants of wage increases, interrogation of employees, and the discriminatory layoff of two employees. My colleagues summarily dismissed this evidence of Respondent's presettlement conduct on the basis that the alleged miscreant (Jack Cooper, one of four brother-owners of Respondent) played no role in the negotiations between Respondent and the Union. This evidence is important to the resolution of the dispute here because it forecasts the difficulties the Union encountered in negotiations.

<sup>9/</sup> See Northern California District Council of Hodcarriers and Common Laborers of America, AFL-CIO, et al., (Joseph's Landscaping Service), 154 NLRB 1384 (1965).

My colleagues also have chosen to ignore the testimony by John Court, as well as statements attributed to brother-owners of Respondent Jack and Julius Cooper, related to Respondent's conduct away from the bargaining table. Court testified that Jack Cooper told him in January that the reason Respondent was offering only 2 percent was because Respondent knew the Union would not accept that amount and Respondent did not want the Union to get its foot in the door. Two weeks later, Dan Cooper told Court that he had to negotiate but that he had no intention of negotiating fairly. Dan Cooper further said, according to Court, that if he could negotiate without reaching agreement for 1 year he could have a new election and stop the Union. I believe Court's testimony represents an accurate description of the bargaining techniques used by Respondent here. Court's testimony should be given substantial weight because it is clear that Court did not have an axe to grind with Respondent. Thus Court was not a union supporter and left Respondent's employ on March 30 on such good terms that he was given an extra day's pay. Furthermore, there is testimony that Julius Cooper, not Dan Cooper as erroneously found in the Administrative Law Judge's Decision, told employee Jannone in June that Respondent would rather fight than sign a union contract.

As this case now stands, my colleagues have in effect only considered the statements and conduct by Daniel Cooper, Respondent's primary negotiator.

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10/ In replying to my dissent, my colleagues have acknowledged that the Administrative Law Judge did not resolve credibility with respect to the conflicts in the testimony related to the background evidence presented by the General Counsel. Furthermore, contrary to their finding that "it appears that the Administrative Law Judge has chosen not to believe the testimony attributing [various] statements to the Cooper brothers," it is plain that the Administrative Law Judge did not address the credibility of Jack and Julius Cooper.

D--9385

But it is apparent that Daniel Cooper did not have a free hand in the bargaining here as evidences by the fact that his brother-owners forced him to rescind agreement in principle on the Union's union-security provision in January. Furthermore, the Cooper brothers did appear at a few bargaining sessions including one where Jack Cooper, as my colleagues acknowledge, "lost his cool." More specifically, Jack Cooper admitted at the hearing that he told his brother Daniel to "Get him [Union Negotiator Seide] out of here," adding "We don't need a Union in here, we can go it alone, we will shut the damn place down and go as brokers." This remark by Jack Cooper bears a striking resemblance to the nature and character of numerous other remarks attributed to him both prior to and during the negotiations, supra. This indicates that Respondent's vehement opposition to union organization in the presettlement period continued unabated during the negotiations. An evaluation of all relevant evidence requires the conclusion that Respondent's bargaining techniques were in furtherance of a pattern of conduct designed to get the Union out of the plant as soon as possible.

Dated, Washington, D.C.

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Howard Jenkins, Jr., Member

NATIONAL LABOR RELATIONS BOARD

27a

Administrative Law Judge Rosenberg Decision  
(dated July 31, 1974)

JD-535-74  
Brooklyn, N.Y.  
Farmingdale, N.Y.

28a

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
WASHINGTON, D. C.

MILBIN PRINTING, INC.  
MORLAIN PRESS, INC.  
PRESSURE SENSITIVE TAPE AND  
LABEL CORP. MCM ADVERTISING,  
INC. CORTNEY PRESS, INC.

and

Cases Nos. 29-CA-3414  
29-CA-3522

NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS UNION NO. 51,  
INTERNATIONAL PRINTING AND  
GRAPHIC COMMUNICATION UNION,  
AFL-CIO 1/

Steven B. Fish, Esq., of Brooklyn,  
N.Y., for the General Counsel.  
Julius Seide, Business Representative,  
of New York, N.Y., for the Charging  
Party.  
Hugh Husband, Jr., Esq., of  
Bridgehampton, N.Y., for the  
Respondent.

DECISION

Statement of the Case

MAX ROSENBERG, Administrative Law Judge: With all parties represented, this proceeding was tried before me in Brooklyn, New York, on November 12, 13 and 14, and December 5, 1973, on a consolidated amended complaint filed by the General Counsel of the National Labor Relations Board and an amended answer filed thereto by Milbin Printing, Inc., Morlain Press, Inc., Pressure Sensitive Tape and Label Corp., MCM Advertising, Inc., and Cortney Press, Inc., herein

1/ The Charging Party's name appears as amended at the hearing.

called the Respondent. 2/ At issue is whether Respondent violated Section 8(a)(1), (3) and (5) of the National Labor Relations Act, as amended, by certain conduct to be detailed hereinafter. Briefs have been received from the General Counsel and the Respondent which have been duly considered.

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Upon the entire record made in this proceeding, including my observation of the demeanor of the witnesses as they testified on the stand, I hereby make the following:

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### Findings of Fact and Conclusions

#### I. The Business of the Employer

Respondent, a New York corporation with its principal office and place of business in the Town of Farmingdale, County of Suffolk, State of New York, is engaged in the printing, sale and distribution of labels, forms, and related products. During the annual period material to this proceeding, Respondent manufactured, sold, and distributed at its Farmingdale plant, products valued in excess of \$50,000, of which products valued in excess of \$50,000 were shipped from said place of business in interstate commerce directly to States of the United States other than the State of New York. The consolidated complaint alleges, the answer admits, and I find that Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

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#### II. The Labor Organization Involved

New York Printing Pressmen and Offset Workers Union No. 51, International Printing and Graphic Communication Union, AFL-CIO, herein called the Union, is a labor organization within the meaning of Section 2(5) of the Act.

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2/ The complaint, which issued on October 31, 1973, is based upon charges filed and served in Case No. 29-CA-3414 on May 29, 1973, and charges filed and served in Case No. 29-CA-3522 on August 27, 1973.

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At the hearing, I granted the General Counsel's unopposed motion to amend the complaint by the addition of the following subparagraphs:

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- 15-A. On or about October 12, 1973, Respondent has unilaterally granted a wage increase to its employees in the unit described in Paragraph 9.
- 15-B. Since on or about November 8, 1973 Respondent has refused to recognize, bargain with or meet with Local 51 as the collective bargaining representative of the employees in the unit described above in Paragraph 9.

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## III. The Alleged Unfair Labor Practices

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The complaint alleges that Respondent violated Section 8(a)(1) of the Act when, on or about April 1, 1973, 3/ May 15, and on various dates during the months of April and May, Respondent warned its employees that it would never sign a contract with the Union and, on October 12, Respondent unilaterally granted wage increases to its employees. The complaint further alleges that Respondent offended the provisions of Section 8(a)(3) by failing to grant to employees Alexander Jannone, John Gregory, Joseph Pailazola, Roy King, Fred Marando, and Thomas Kearns, the proper amount of vacation pay due them. Finally, the complaint asserts that Respondent violated Section 8(a)(5) of the Statute by refusing to furnish the Union with its books and records to verify and support its claim that it was financially unable to grant its employees the wage increases and improvements in benefits demanded by the Union, and by entering into negotiations without harboring any bona fide intent of consummating a binding collective bargaining agreement with the Union. For its part, Respondent denies the commission of any labor practices proscribed by the Act.

It is undisputed and I find that, following an organizational campaign among Respondent's employees in 1972, the Union petitioned for a Board election in an appropriate unit of employees. 4/ The balloting took place on September 29, 1972 and the Union was successful, 5/ and the Board awarded it a certification as the exclusive majority representative of the employees on October 10, 1972. Commencing on October 26, 1972, the parties engaged in 21 separate negotiating sessions, the last of which was conducted on October 10. 6/

At the first meeting on October 26, 1972, Julius Seide, the Union's business representative and chief spokesman, presented a master contract to Daniel Cooper, Respondent's principal negotiator and one of four brothers who owned and controlled the corporate structure. 7/ Both a general and specific discussion of its terms ensued. Another session occurred on November 29, 1972,

3/ Unless otherwise indicated, all dates herein fall in 1973.  
4/ The Board found that the following unit was appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

All pressmen, cameramen, platemakers, strippers, artists, rewinders, and bindery employees, exclusive of all office clerical, professional, sales, shipping and receiving employees, guards, and all supervisors as defined in the Act.

5/ The Union won the election by the margin of a single vote.  
6/ The parties stipulated and I find the meetings were held on the following dates: October 26, 1972, November 9, 1972 November 29, 1972, December 14, 1972 January 16, January 25, February 6, February 15, March 8, March 21, March 27, April 3, April 23, May 15, June 19, July 5, July 26, September 11, September 25, October 3, and October 10.  
7/ In addition to Daniel Cooper, the other owners are Ben, Jack, and Julius Cooper.

during which the provisions of the Union's master contract were again explored. In the course of the discussions, Daniel Cooper complained to Seide that the employees "were dogging it," namely, that "they weren't putting out the full amount of work." Seide thereupon gathered the employees together during the 5 lunch hour at the plant and conveyed Cooper's complaint to them. In turn, the employees complained that Jack Cooper, Daniel's brother, was too autocratic in directing their work. Daniel then summoned his brother Jack to the bargaining conclave and, according to Seide, Jack "lost his cool" when the employees' grievances were raised and shouted to Daniel to "Get him Seide out of here," 10 adding that "We don't need a Union in here, we can go it alone, we will shut the damn place down and go as brokers." At this juncture, Daniel suggested that the meeting be terminated to 'quiet things down.' Seide agreed and left the premises. 8/

15 The parties met again on December 14, 1972, and commenced to discuss such matters as wage increases and the financial status of the Company. Daniel Cooper recommended that consideration of pay increases be deferred until accountants had an opportunity to audit Respondent's books at the end of the calendar year. 20 Seide concurred in this recommendation. The discussion then turned to the continuation of past practices, with Daniel inquiring whether it was permissible for Respondent to grant wage raises to the employees as he had done in previous years. Seide responded that "I told him Daniel that while negotiating it was not proper to give raises, but all past practices were allowed, whatever the 25 Company had done previous, but couldn't give any money." With this, the meeting broke up.

Another bargaining colloquy was held on January 16. At this meeting, 30 the issue of wages and welfare benefits surfaced. On this score, the Union demanded that Respondent award the employees a 10 percent increase in salary and welfare benefits for each year over a 5-year span upon execution of a contract. Respondent countered with a proposal for an increase of 2 percent over an 18-month period for wages and the utilization of the current appropriation 35 of 6.9 percent of its gross payroll for welfare and pension purposes. Seide rejected Daniel Cooper's offer, and their attention moved to other areas of the Union's master agreement proposals. According to Seide, "We reached agreement on a great deal of language," including an agreement in principle on a union-security clause, and this provision was embodied in a written document which 40 was signed by the parties.

On January 18, Daniel Cooper dispatched a letter to Seide which recited:

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8/ Jack Cooper, an obviously excitable individual, did not, so far as this record stands, play any direct role in the remaining negotiation sessions between the Union and Respondent.

I would note that complaint does not allege that Jack Cooper's comments on this occasion were in any manner violative of the Act.

Your're a great pair of bargainers, but you've gotten me in an awful mess with my brothers and I have to make some changes in what we discussed earlier.

5 We had a meeting yesterday to review everything that took place at our bargaining session on Tuesday. They feel I did more than they had authorized me to do and to quote one of them, I had "given away the Company" by agreeing in principle to so many recommendations. We had a bad time, but I was finally able to convince them to go along with everything with one exception.

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15 The one exception is that the Company cannot and does not agree at this time to give you a guaranteed union membership for all the employees until we agree on the monetary issues. As one of my brothers put it, and I now have to agree, having thought out the matter further, that it is probably one of the most important issues to the Union and it should not be given until we first have an agreement from you regarding our economic situation that is satisfactory to us. Therefore, Section 3 of the contract, which requires everyone to be in the Union, is an open issue until we reach agreement on the economics.

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25  
30 I am sorry to have to do this, but I must if I am to be able to live with my brothers and be able to negotiate with you. Since we have made such headway on all of the other parts of the agreement, which includes areas concerning the holiday and the death leave, I am sure we can make progress on the remaining matters as long as you will agree to be reasonable about the economics.

35 I look forward to your coming up with some new proposals that are more in line with our company's situation. Please excuse me for this, but you can blame it on your own persuasiveness -- I opened my mouth before I realized what I was doing.

Thank you in advance for being fair and considerate.

40 In his testimony regarding the session of January 16 and Daniel Cooper's letter of January 18, Seide insisted that Daniel Cooper promised that "he would give us union security." When shown a sworn affidavit which he gave to a Board agent, in which Seide is reported to have said that Daniel remarked that "he felt that union security was too big an item to give away at this point in negotiations" and that "On union security, he said he couldn't agree

5 to it now, but if we reach agreement on financial items, he might agree to it," Seide argued that he "was in error" when he made this statement to the Board investigator (Emphasis supplied). I do not credit his disclaimer, and I find that, on this occasion, Daniel Cooper told Seide that Respondent "might" agree to a union-security clause if and when full concurrence on financial matters was reached. S/

10 The parties next met on January 25. According to Seide's testimony, "the first thing that happened was that when we came in Danny had told us that he couldn't reach our numbers which, meaning the proposal that we had made prior. I told Danny that if he couldn't reach our numbers and the Company couldn't do it, if we could see the books at that time we would then tailor a contract to fit his financial, what his financial ability 15 to pay was." Cooper responded that "I won't show anything, the books" because "it was nobody's business to see the books." However, on cross-examination, Seide acknowledged that he had never investigated the amount of increase in monetary terms which would result from the acceptance of the Union's financial demands over those currently made available by Respondent, 20 but left the matter up to Cooper to calculate. Seide also admitted that, during negotiations, Daniel Cooper "constantly" utilized the phrase that "he had to keep things in proper balance" regarding cost factors. Finally, 25 Seide candidly admitted that Cooper never claimed that the Respondent could not "afford" to pay more in wages and fringe benefits, and never said that "business was bad," and I so find. As the session proceeded, Cooper made a new wage offer which was greater than the one previously proffered to the Union, and Seide reduced his demands in this connection. Agreement 30 was reached on other terms which Seide reduced to writing but which Cooper refused to sign until the entire contract had been finalized.

35 On February 6, Seide and Daniel Cooper again faced each other across the bargaining table. Seide presented Cooper with a new wage proposal which was less than the former's prior demand. Cooper reiterated that "he couldn't reach our /the Union's/ numbers" but promised to discuss the offer with his brothers. Another meeting was conducted on February 15 during which the participants reviewed the matters previously discussed.

40 Seide and Daniel Cooper met on March 8. Seide suggested a lower Union wage figure and placed on the table the "whole economic package," including welfare and pension benefits and union-security. Cooper repeated 45 that he "couldn't reach" the Union's "numbers." Events abided until March 27. In attendance at a session scheduled for this date, besides Seide and Daniel Cooper, was Union official Jack Devins, and employees John Gregory,

50 9/ It is notable that the issue of union-security did not arise again in negotiations until the fifteenth meeting on June 19.

5           Burt Green, and Al Jannone, who were added to the Union's negotiating committee. Seide presented Cooper with a new contractual format containing a lesser wage scale and other monetary items. Seide testified that Cooper's response was that "your numbers are too steep for us, we can't reach your numbers . . ." According to Seide, Cooper again refused to bare his books for inspection. The meeting ended after the employees informed Seide that they had in the past received regular, semi-annual wage increases of from \$5 to \$15.

10           In his testimony, Daniel Cooper consistently denied that he had pleaded poverty during negotiations and had refused to open his books to the Union to substantiate this claim. Rather, Cooper adamantly insisted that Seide's request to see Respondent's balance sheets occurred only after Cooper remarked that he would not maintain a proper balance in his business if he acceded to the Union's demands, and his testimony in this respect draws support from that of employee Gregory and Union Representative Devins. Thus, Gregory recalled that he attended a bargaining session at which Seide inquired whether Daniel Cooper had prepared a new wage offer. Cooper replied that "my last offer is my offer." When Seide asked whether Cooper might "come up with something better," Cooper responded that he could not "because I have to run a proper balance for my business." Devins testified that, at a few negotiating meetings, Cooper, in response to the Union's demand for higher economic benefits, repeated that he would not escalate his outstanding offers because "he couldn't meet our figures" and "Couldn't balance it out," and not that Cooper pleaded an inability to pay.

30           The next session was conducted on April 3. Seide opened the discussion by asking Daniel Cooper whether there had been any change in Respondent's bargaining stance, and the latter replied in the negative. Seide invited Cooper to make another offer and, in Seide's words, Cooper "said he had no other" offer at this time. They couldn't reach our numbers and they would sit with their proposal to us." Seide accused Cooper of bargaining in bad faith and, as a bargaining tactic, Seide decided to engage in a dialogue of silence, i. e., to sit mute across the bargaining table for approximately 30 minutes. When this strategem failed to produce substantive results, the parties launched upon a discussion of the prior company proposals, with Seide opining that "their proposals were not sufficient and that they weren't bargaining with us because I told them that I didn't think they had any intention of signing a contract." Despite this observation, Seide admitted that, initially,

5 Cooper proffered the proposals agreed upon by Respondent, and then advanced further proposals which were not to Seide's liking. Cooper stated that he had discussed the issues with his brothers and that the latest proposals were the best he could unfold to the Union. Cooper then upped the ante regarding wages and assured Seide that, during consultation with his kin, he would press for a higher wage figure. At this point, Seide complained that Daniel Cooper repeatedly referred matters in negotiation to his brothers and that this delayed the bargaining process. With this, the meeting terminated.

10 At the next meeting convened on May 15, Daniel Cooper and brothers Ben and Jack appeared. Seide was informed by Ben and Jack that Daniel was the sole negotiator for Respondent. Seide asked Daniel about the acceptability of the Union's current offer and Daniel again remarked that he "couldn't reach /the Union's numbers/, he couldn't give us any more." Seide retorted, "You are backing us to the wall." The meeting concluded and the Union bargaining team left the plant and caucused nearby. According to Seide, the employee-members of the team expressed the view that "the Company wasn't bargaining in good faith, they felt that the Company could give us more, they didn't want to give us more. They felt that the Company was refusing to show us the books because they had told us that if the Company shows us the books and we see that the Company give this is what they would accept, but the refusal of the Company to show the Union the books, the Union accountant the books was a sign of bad faith on their part." Employee Burt Green then observed that "he had over a 100 jobs on the floor and if we hit them /Respondent/ now with the strike we can hurt them and he/Daniel/ would settle quickly." Green also mentioned that he and the other employee-members of the negotiating committee "had spoken to a lot of people in the plant and the people were with us now was the time to pull a strike." A consensus was reached to engage in a work stoppage. That evening, Seide procured some picket signs which he turned over to the employees and, on the morning of May 16, the Union began its strike. It is undisputed and I find that 6 employees in the unit walked the picket line while 18 remained in the plant.

35 At the juncture, it might be appropriate to consider the General Counsel's contention as to the nature of the labor dispute and the evidence relevant and material thereto. In his complaint, the General Counsel alleged that the work stoppage, which apparently was still in progress at the time of the hearing, constituted an unfair labor practice strike. To support this thesis, 40 he drew upon the testimony of Seide as well as that of John Gregory who served as an employee-member of the negotiating committee. As indicated heretofore, Seide reported on the stand that he had received various complaints that his constituency was chagrined by the circumstances that Respondent was not bargaining in good faith, that it had refused to produce its books and records to facilitate the bargaining process, and that Respondent's officials had declared that 45 they would not execute a contract with the Union. Gregory, in assigning his

reasons for favoring a strike, stated that "for the first reason, with the mentioning of -- from Jack Cooper, a while before even I got in on the negotiations, about that he would never sign a contract. . . . Plus the real plain thing that really drove me crazy was not showing of the books to anybody."

5 When questioned as to why the Union did not earlier vote to cease work if Respondent had declared that it would never sign a contract with the Union, Gregory replied that "I guess it was a game, but we thought the way they were coming up, they might, you know, just come up a little bit more. Then the last meeting it just stopped, and then we just were not getting anywhere."

10 Not surprisingly, the General Counsel studiously avoided reliance upon the testimony of Alexander Jannone, another member of the negotiating team and a witness called by the Government. Jannone testified that the subject of a work stoppage had been broached by Seide on many occasions well in advance of the May 15 decision to quit work, and that, on the evening of May 15, Seide made

15 the unilateral decision to strike on the following morning and no vote was taken to ratify this action. When Jannone was questioned as to his reasons for engaging in the work stoppage, he stated at the outset that "we felt that our backs were up against the wall." Jannone related that the strike was

20 prompted by the fact that negotiations "were stalemated. They weren't getting anywhere with negotiations." He then admitted that Respondent's alleged refusal to disclose its financial condition played no role in the employees' decision to walk off the job on May 16, and allowed as how the alleged warning by Respondent that it would never execute a contract with the Union was not an

25 ingredient which impelled the strike.

I find that the Union embarked upon its work stoppage on May 16, not because of its protest over Respondent's failure to open its books for inspection to support a plea of inability to pay, and not because its prime negotiator had proclaimed that Respondent would never enter into contractual relations with the Union, but solely because the Union's negotiating team believed that, for economic reasons, negotiations were "stalemated. They weren't getting anywhere with negotiations." I therefore concluded that the strike which commenced on that date was economic in nature at its inception and remained so during all times material herein. 10/ I also reject the testimony of Seide, Jannone, and Gregory, because I deem it contrived, and find that Daniel Cooper did not warn Respondent's employees, either at negotiating sessions or elsewhere, that he would never consummate a labor agreement with the Union. Indeed, I am persuaded and find that any such admonition came from the lips of Seide rather

45 10/ Jannone also testified that none of the employees participated in the strike to protest the alleged withholding of vacation pay by Respondent on June 28.

than Cooper when, during negotiations on April 3, Seide announced that "I didn't think they the Coopers had any intention of signing a contract," a cue to which Jannone and Gregory responded in their testimonial utterances while on the stand. To the extent that General Counsel alleges that Respondent offended the provisions of Section 8(a)(1) by this allegation of misconduct on Cooper's part, I shall dismiss this aspect of the complaint.

Continuing the narrative, the parties met in negotiations on June 19 at a local restaurant with Seide, Devins, and Daniel Cooper in attendance. The Union made another proposal regarding wages which was less than its previous one, and the Respondent countered with a wage provision which was economically better than its last proposal. Other items were then discussed and, after a caucus between Seide and Devins, the Union officials decided to accept Respondent's contractual proposals in order to "get the men off the street as quickly as possible." It is Seide's testimony that he returned to the table and informed Cooper that he would accept Respondent's contract. As Seide reached over the table to shake Cooper's hand, Cooper stated "And no Union security." While not critical to a resolution of this issue, Cooper's version of the incident is that, as he was about to shake hands with Seide, the latter said, "now we'll get down to the language of the rest of the contract, and Union security." Cooper added that "I thought a couple seconds and I says to him, what's the sense in giving Union security, if I have got 18 people inside and you have 5 people outside, and they have told me one by one, that they don't want to have anything to do with you." <sup>11/</sup> According to Cooper, he "couldn't see forcing anybody to pay dues or as Mr. Seide said, tribute, to anybody or any organization, if the people themselves didn't want to." On this note, the meeting ended.

For the sake of chronology, it might be well to digress from the bargaining history and consider the General Counsel's assertion that, on June 28, Respondent violated Section 8(a)(3) of the Act by failing to pay employees Jannone, Gregory, Pallazola, King, Marando, and Kearns the proper amount of vacation pay due them because Respondent "was motivated at least in part by their having participated in the strike and their activities on behalf of The Union."

<sup>11/</sup> Seide knew that Cooper's refusal to go along with a union-security clause was an accurate reflection of the feeling of the nonstriking employees.

It is undisputed and I find that, at all times material herein, Respondent maintained an "Employee's Manual" which provided, inter alia, for "Paid Vacations." In pertinent part, the Manual recites that:

5 Employees with less than one year of service as of June 1, will receive one day of vacation for every 52 days worked (excluding probationary period).

10 Employees who have completed one year of service by June 1, of each year will receive one week vacation with pay.

15 Employees who have completed two years of service or more by June 1, of each year will earn two weeks vacation."

20 15 On June 28, Jannone, Gregory, King, Marando and Pallazola, who had been on strike since May 16, and who had worked for Respondent for 2 years, received 8 days of vacation pay. The General Counsel maintains that these five individuals should have received 9 days of vacation pay despite the fact that they went on strike 15 days prior to June 1. In support of his position, he argues that "the Company manual does not require the employees in this category / strikers/ to work up to June 1st to be paid the full 2 weeks, nor does it specify that an employee receive 2 days for each 52 days worked as in the case of a one year employee," and hence the manual is "ambiguous" on this point and "past practice" should be scanned. The General Counsel then points to the fact that John Court, who was not a Union supporter, quit his employment on March 30, 6 weeks prior to the strike, and nevertheless received 9 days of paid vacation.

30 35 On multiple grounds, I consider the General Counsel's argument in this regard too ludicrous to warrant serious consideration. First, it seems patently apparent from even the most casual reading of the "Paid Vacations" section of the manual that only those employees receive 2 weeks paid vacation who have completed 2 years of service by June 1 of each year. Second, I am at a loss to understand why the General Counsel's claim is for 9 rather than 10 days of paid vacation, in view of the fact that the section speaks of "two weeks vacation." Finally, the General Counsel's reliance upon the circumstance that Court received 9 days of vacation pay is misplaced, for the record discloses and I find that he was awarded an extra day's pay because of special services which he had performed for Respondent.

40 45 The General Counsel's claim as to Thomas Kearns rests of even weaker grounds. Kearns, an employee who was not in the unit, decided to join the strike. Daniel Cooper's testimony is uncontroverted and I find that

Kearns was initially denied the full amount of his vacation pay because Cooper "felt that he had quit the job rather than going out on strike." When Respondent's attorney uncovered the error, Kearns received his full vacation pay entitlement on November 7.

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Under the facts here presented, I find and conclude that the General Counsel has failed to make out a case that Respondent declined to pay the proper amount of vacation funds to Jannone, Gregory, Pallazola, King, Marando and Kearns because they participated in the work stoppage on and after May 16, or supported the Union, in violation of Section 8(a)(3) of the Act. I shall therefore dismiss these allegations from the complaint.

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Returning to the bargaining chronology, the parties met on July 5 at which time the Union made new wage offers and proposed an agency shop clause which Seide gave to Daniel Cooper in writing. Cooper commented that Seide "was now talking in his ballpark" and that the former would take the proposal home and mull it over. Subsequently, Cooper telephoned Seide and stated that an agency shop was unacceptable to him. The parties met again on July 26. Cooper proposed that the employees return to work and negotiations be resumed. Cooper reiterated that due to "the fact that we [Respondent] have 18 in and you have only 6 out, I'm not going to give you the Union security." Seide agreed to speak to his cohorts about ending the work stoppage. After consultation with the strikers, Seide learned that they would not return to their jobs unless they obtained a contract containing a union-security clause, and so informed Cooper.

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Seide and Cooper met again on September 11. At this session, Seide presented Cooper with a variety of proposals which bristled with novelty. 12/ These new demands prompted Cooper to draw upon the services of his counsel, Hugh P. Husband, Jr. On September 17, Husband mailed a letter to Seide in which the former outlined the novel proposals and complained that they departed, in certain respects, from those upon which agreement had already been reached. Husband noted that

Besides all these new 'demands,' there is little substance to them in that you have not specified what you want, nor have you given us any contract language to consider.

Nevertheless, we will consider and bargain with you regarding any and all of your new demands. Please contact Dan Cooper if you want to set up another meeting.

I would also suggest again that you seriously consider bringing in an agent of the Federal Mediation Service as a mediator. Call me on this if you want to discuss it further.

50

12/ On the stand, Seide confessed that he "would not have presented [the new demands] normally" but was motivated in doing so to demonstrate that "we were not at any impasse, that we were not without items to negotiate prior to becoming at an impasse . . . ."

40a

The parties convened once more on September 24 in the presence of a Federal Mediator. A few of the items proposed by Seide were agreed upon. Seide advanced a modified maintenance of membership clause, by which current employees would not have to join the Union, but future hires would be compelled to do so. Seide remarked that he would take the matter under consideration. At the next meeting on October 3, with the Federal Mediator in attendance, both Seide and Cooper made new money offers which were not mutually acceptable. At this session, Cooper rejected the Union's modified maintenance of membership proposal, but he agreed to a form of maintenance of membership for all employees, a type of union security clause which did not meet with Seide's approval.

The final bargaining meeting took place on October 10. At this session, Attorney Husband informed Seide that Respondent's offer made on October 3 was a final offer, and that he would recommend to his client that Respondent institute this offer, which amounted to a 5 percent wage increase, immediately, retroactive to August 1. Seide objected to this proposal, stating that the parties had still some negotiating to do. Nevertheless, on October 12, Respondent granted the wage increase to all its employees, effective August 1.

On November 2, Seide wrote to Cooper stating that:

Local #51 wishes to continue negotiations with Milbin Press. We are available to meet at Local #51 [in New York City] at any time convenient to both of us.

Please contact Business Representative Julius Seide . . . to arrange a time for such meeting.

On November 8, Attorney Husband dispatched a letter to Seide which recited:

I am writing in response to your letter of November 2, 1973, in which you proposed another bargaining meeting with Mr. Cooper regarding employees at Milbin Printing Company.

This is to inform you that Mr. Cooper and the officers of Milbin Printing do not believe that you represent a majority of the employees at said company and they base that belief on very solid, convincing evidence. As a result, therefore, they will not meet with you as the employee representative unless you present convincing proof to them of your majority status. 13/

Since that date, no further negotiations between the parties have taken place.

13/ The record establishes and I find that, on October 1 or 2, several employees visited the Board's Regional Office and filed a decertification petition.

The complaint alleges that Respondent violated Section 8(a)(1) and (5) of the Act by unilaterally granting wage increases to its employees on October 12. I do not agree. Throughout a myriad of bargaining sessions, the Union and Respondent traded wage figures, with give-and-take on both sides.

5 At the last bargaining session, on October 10, Respondent announced that its contract offer of October 3, which provided for a 5 percent wage escalation, constituted its final proposal. Respondent also informed the Union that, unless its ultimate proposal was accepted, the former would effectuate the wage increase. The Union rejected the Respondent's final, proposed compact. Accordingly,

10 I am convinced and find, despite Seide's self-serving protestations to the contrary, that a genuine impasse existed and that, as a result, Respondent could lawfully institute the wage raises on October 12 which it had previously offered to the Union. I therefore conclude that Respondent did not violate either Section 8(a)(1) or (5) by taking this action, and I shall dismiss

15 these allegations from the complaint.

Finally, the complaint alleges that Respondent illegally refused to bargain with the Union in violation of Section 8(a)(5) on two counts, namely by refusing to furnish the Union with its books and records to verify and support its claim that it was financially unable to grant its employees the wage increases and fringe benefits demanded by the Union in contravention of the teachings of Truitt Mfg. Co., 351 U.S. 149, and by entering into negotiations without the slightest intention of entering into a binding collective bargaining agreement with the Union.

25 With respect to the first count, and as heretofore chronicled, Cooper testified and I find that he had repeatedly informed Seide during negotiations of his desire to maintain a "proper balance for my business," by which he meant that he wished to continue to receive his established profit margins. I have also found, based on Seide's own testimony, that Cooper never claimed he could not "afford" to pay more because "business was bad." Moreover, Devins, who testified on behalf of the General Counsel, related on the stand that, when economics were discussed between Seide and Cooper, the latter consistently remarked that he "Couldn't balance it out," and Cooper did not plead an inability to pay. In short, I find and conclude that, during negotiations, Cooper did not plead poverty in refusing to grant economic benefits to the employees and therefore did not offend the strictures set forth in the Truitt decision.

40 Regarding the second count, I find that, during all of the 21 bargaining sessions, Cooper and Seide freely and genuinely exchanged proposals with each side continuously making concessions and actually agreeing upon a multitude of contractual items. Indeed, with the exception of Seide's union-security proposal, the parties had reached full agreement on a labor compact as early as the June 19 meeting. I am convinced and find that, when the last negotiating

42a

meeting concluded on October 10, a genuine impasse had been reached because the parties, after an honest bargaining colloquy, had exhausted the limits of their negotiable resources. I therefore conclude that Respondent entered into negotiations with the Union in good faith, and 5 continued to so bargain all times material herein. 14/

Accordingly, I conclude that Respondent did not violate Section 8(a)(5) of the Act on either of the grounds advanced by the General Counsel, and I shall dismiss these allegations from the pleadings.

I shall therefore order that the complaint filed herein be dismissed 10 in its entirety.

Upon the basis of the foregoing findings of fact and conclusions, 15 and pursuant to Section 10(c) of the Act, I hereby issue the following recommended: 15/

## ORDER

IT IS HEREBY ORDERED that the complaint herein be, and it hereby is, 20 dismissed in its entirety.

Dated at Washington, D. C.

*Max Rosenberg*

Max Rosenberg  
Administrative Law Judge

30     14/ On April 9, 1973, the parties executed a "Stipulation" settlement agreement, containing a "non-admission clause," pursuant to which various unfair labor practice charges filed by the Union against Respondent which were alleged to have occurred both before and after the election of September 29, 1972, were comprised. At the hearing and in his brief, the General Counsel urged that, 35 under the ruling of the Board in Northern California District Council Hod Carriers (Joseph's Landscaping Co.), 154 NLRB 1384, I should evaluate the pre-settlement conduct by Respondent in determining the bona fides of its conduct at the bargaining table. I have done so and am not persuaded that Respondent's pre-settlement activities should alter the findings and 40 conclusions which I have drawn herein. I am fortified in this judgement by a consideration of the circumstance that the alleged miscreant in the pre-settlement conduct was Jack Cooper who played no direct role in the negotiations between the Union and Respondent.

45     15/ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

43a

Extract From The  
Transcript of Hearing

1 BEFORE THE NATIONAL LABOR RELATIONS BOARD  
23 Twenty-Ninth Region  
4 ----- x  
56 In the Matter of:  
78 MILBIN PRINTING, INC., :  
9 MORLAIN PRESS, INC., :  
10 PRESSURE SENSITIVE TAPE AND LABEL CORP., :  
11 MCM ADVERTISING, INC., :  
12 CORTNEY PRESS, INC., :  
13

14 -and-

15 : Case Nos.  
16 NEW YORK PRINTING PRESSMEN AND OFFSET : 29-CA-3414  
17 WORKERS UNION NO. 51, INTERNATIONAL : 29-CA-3522  
18 PRINTING PRESSMEN AND ASSISTANTS UNION :  
19 OF NORTH AMERICA, AFL-CIO :  
2021 16 Court Street  
22 Brooklyn, New York  
23 Monday, November 12, 1973  
2425 The above-entitled matter came on for hearing,  
pursuant to notice, at 12:50 o'clock P.M.

## 26 BEFORE:

27 MAX ROSENBERG,  
28 ADMINISTRATIVE LAW JUDGE  
2930 APPEARANCES:  
31

32 STEVEN B. FISH, Esq.

33 Brooklyn, New York, appearing on behalf of the Counsel  
34 for the General Counsel  
35

36 HUGH HUSBAND, JR., Esq.

37 Bridgehampton, New York  
38 11932, appearing on behalf of the Respondent  
39

40 JULIUS SEIDE,

41 Business Representative  
42 Local 51  
43 200 Park Avenue, New York,  
44 New York  
45

1                   [ PROCEEDINGS ]  
2

3                   JUDGE ROSENBERG: The hearing will be in order.  
4

5                   This is a Formal Hearing before the National Labor  
6                   Relations Board in the matter of Milprin Printing, Inc.,  
7                   Morlair Press, Inc., Pressure Sensitive Tape and Label  
8                   Corp., MCM Advertising, Inc., Courtney Press, Inc. and  
9                   New York Printing Pressmen and Offset Workers Union No. 51,  
10                  International Printing Pressmen and Assistants Union of  
11                  North America, AFL-CIO, Case Nos. 29-CA-3414 and 29-CA-3522.

12                  The Presiding Judge is Max Rosenberg.

13                  Will Counsel and other parties state their appear-  
14                  ances for the record, please.

15                  MR. FISH: Counsel for the General Counsel, Steven B.  
16                  Fish.

17                  MR. SEIDE: Business Representative of Local 51,  
18                  Julius Seide.

19                  MR. HUSBAND: On behalf of the Company, Hugh B.  
20                  Husband, Jr., Main Street, Bridgehampton, New York 11932.

21                  JUDGE ROSENBERG: Are there any other appearances?  
22                  Let the record show there are none.

23                  Mr. Fish?

24                  MR. FISH: Your Honor, at this time I move to  
25                  introduce the formal papers into evidence which have been  
                        shown to Counsel for Respondent, consisting of 1-A through  
                        1-P.

1 I move they be introduced into evidence at this  
2 time.

3 JUDGE ROSENBERG: Is there any objection?

4 MR. HUSBAND: No objection, sir.

5 JUDGE ROSENBERG: All right, they are received.

6 (The documents above-referred  
7 to were marked General  
8 Counsel's Exhibit No. 1 and  
received in evidence.)

9 MR. FISH: Secondly, your Honor, Counsel for  
10 General Counsel at this time moves to make the following  
11 amendments to the consolidated complaint herein.

12 First, due to a recent change in the name of the  
13 International, of the Charging Party herein, I move that  
14 the name of Local 51 be amended as follows, to New York  
15 Printing Pressmen and Offset Workers Union No. 51, Inter-  
16 national Printing and Graphic Communications Union, AFL-CIO.

17 JUDGE ROSENBERG: Does that eliminate Pressmen and  
18 Assistants?

19 MR. FISH: Yes, the International's name changed as  
20 I have read it, from the International Printing Pressmen  
21 and Assistants Union of North America, as stated in the  
22 consolidated complaint, and the other papers.

23 JUDGE ROSENBERG: Then the Charging Party's name  
24 will read New York Printing Pressmen and Offset Workers  
25 Union No. 51, International Printing and Graphic

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Communications Union AFL-CIO?

2 MR. FISH: That is correct.

In addition to that, your Honor, there are two other amendments I wish to make at this time.

Rather than to change all the various numbers in  
the complaint, I would like to address myself to Para-  
graph 15 of the consolidated amended complaint which  
currently reads since or on or about October, 1972, and  
more particularly on or about December 29, 1972, et  
cetera, et cetera, and I would like to add Paragraphs 15-A  
and 15-B.

12           Paragraph 15-A will read as follows, on or about  
13           November 2, 1973 Respondent has unilaterally granted a  
14           wage increase to its employees in the unit described above  
15           in Paragraph 9.

Could we go off the record?

JUDGE ROSENBERG: Off the record.

(Discussion off the record.)

JUDGE ROSENBERG: On the record.

21 MR. FISH: I would like to amend that to on or  
about October 11th.

**JUDGE ROSENBERG:** Instead of November 27

23 MR. FISH: Yes, 1973, Respondent has unilaterally  
24 granted a wage increase to its employees in the unit de-  
25 scribed above in Paragraph 9 -- make that October 12th as

1 Paragraph 15-B, since on or about November the 8th, 1973  
2 Respondent has refused to recognize, bargain with or meet  
3 with Local 51 as the collective bargaining representative  
4 of the employees in the unit described above in Paragraph 9.

5 JUDGE ROSENBERG: Any objection to that, Mr.  
6 Husband?

7 MR. HUSBAND: No.

8 MR. FISH: One more I think.

9 In addition Paragraphs 19, 20, 21, 23 and 24  
10 shall also include Paragraphs 15-A and 15-B.

11 JUDGE ROSENBERG: All right. The amendment is  
12 granted then.

13 Before we went on the record, Mr. Fish, you and  
14 Mr. Husband marked various exhibits which I assume you  
15 are going to put into the record now.

16 MR. FISH: Yes, your Honor, I would like to do  
17 at this time.

18 The exhibits are Exhibits 2 through 14.

19 I would like to read them at this time and identify  
20 them for the record.

21 I meant identify them for the record.

22 Exhibit 2 is a formal stipulation of settlement  
23 executed by the parties on April the 9th, 1973.

24 MR. HUSBAND: No, the Union wasn't a party to that.  
25 That was two individual charging parties.

1       January 18, 1973.

2                   General Counsel's Exhibit 10 is another letter  
3                   from Cooper to Seide dated July 11th, 1973.

4                   General Counsel's 11 is a letter dated September  
5                   17, 1973 from Hugh Husband, Attorney for Respondent, to  
6                   Mr. Seide.

7                   General Counsel's 12 is a letter from Mr. Seide  
8                   to Mr. Cooper dated November 2nd, 1973.

9                   General Counsel's Exhibit 13 is a letter dated  
10                  November 8th, 1973 from Mr. Husband to Mr. Seide, and  
11                  General Counsel's 14 is a letter from the Company to  
12                  Thomas Kearns who is an employee of Respondent, dated  
13                  November 7, 1973.

14                  JUDGE ROSENBERG: You offer them?

15                  MR. FISH: At this time I offer General Counsel's  
16                  Exhibits 2 through 14 into evidence.

17                  JUDGE ROSENBERG: Any objection, Mr. Husband?

18                  MR. HUSBAND: No objection.

19                  JUDGE ROSENBERG: They are received.

20                  (  The documents above-referred to  
21                  were marked General Counsel's  
22                  Exhibits 2 through 14 and re-  
23                  ceived in evidence.)

24                  MR. HUSBAND: Your Honor, on the earlier amendment  
25                  of the complaint to which we did not object, I presume  
                        an automatic denial.

1 JUDGE ROSENBERG: Of course.

2 Off the record.

3 (Discussion off the record.)

4 JUDGE ROSENBERG: On the record.

5 MR. FISH: If we can get a stipulation that a  
6 wage increase was granted to employees as of October the  
7 12th, retroactive to what date?

8 MR. HUSBAND: Well, pursuant to an offer that had  
9 been twice before communicated in bargaining to Mr. Seide,  
10 on October 12, '73 the unit employees were given a wage  
11 increase effective August --

12 MR. FISH: Off the record.

13 JUDGE ROSENBERG: Off the record.

14 (Discussion off the record.)

15 JUDGE ROSENBERG: On the record.

16 I assume that that stipulation with regard to the  
17 wage increase hasn't been finalized yet.

18 Is there anything else that you wanted to intro-  
19 duce into evidence?

20 MR. FISH: That is all.

21 JUDGE ROSENBERG: I thought during the off the  
22 record discussion you were going to put in a stipulation  
23 that a certain number of bargaining meetings had been held  
24 on certain dates.

25 MR. FISH: We did arrive at a stipulation as to

1 specific dates that meetings took place during the  
2 course of bargaining.

3 JUDGE ROSENBERG: Why don't you propose it now?

4 MR. FISH: Therefore, I would like to propose a  
5 stipulation that the following dates which I will now read  
6 with dates in which the parties met and engaged in  
7 negotiations.

8 They are as follows:

9 October 26, 1972, November 8, 1972, November 29,  
10 1972, December 21, 1972, January 16, 1973, January 25,  
11 1973, February 6, 1973, February 15, 1973, March 8, 1973,  
12 March 21, 1973, March 27, April 4, April 23, May 15,  
13 June 19, July 5, September 11, September 25, October 3  
14 and October 10.

15 I propose that stipulation that these were dates  
16 of collective bargaining meetings.

17 MR. HUSBAND: I will so stipulate with the pro-  
18 viso that our records show that the earlier meeting of  
19 November, '72 was on the 9th and our records show that  
20 the mid-December meeting of '72 was on the 14th rather  
21 than the 21st, but in both cases --

22 JUDGE ROSENBERG: All right, the stipulation is re-  
23 ceived.

24 Off the record.

25 (Discussion off the record.)

AFTERNOON SESSION

(2:00 o'clock P. M.)

JUDGE ROSENBERG: On the record.

Mr. Husband, I understand that you discovered that there was another collective bargaining meeting apart from the ones that were contained in the stipulation between you and Mr. Fish?

MR. HUSBAND: Yes, there was, your Honor, and that occurred on July 26, 1973.

In addition, Mr. Fish and I had agreed earlier and the stipulation originally was to say that there was also, in addition to these meetings, there were a sizable number of telephone conversations between the parties in which negotiations were conducted during the year.

JUDGE ROSENBERG: Is that an amendment to that?

Is that amendment to the stipulation acceptable  
to you, Mr. Fish?

MR. FISH: Yes.

JUDGE ROSENBERG: All right, off the record.

(Discussion off the record.)

JUDGE ROSENBERG: On the record.

MR. FISH: I call Julius Seide to the stand.

JUDGE ROSENBERG: Mr. Husband, I understand you have a motion you wanted to make at this point?

MR. HUSBAND: Oh yes. I would like to move that

1 the other witnesses for the Government in addition to  
2 Mr. Seide be sequestered from the hearing room because  
3 of the nature of testimony.

4 In fact they are not Charging Parties.

5 JUDGE ROSENBERG: Mr. Seide is entitled to remain  
6 as well as your client, Mr. Cooper.

7 All right.

8 Mr. Fish, call your first witness.

9 MR. FISH Julius Seide.

10 Whereupon,

11 JULIUS SEIDE  
12 was called as a witness by and on behalf of the General  
13 Counsel and, having been first duly sworn, was examined  
14 and testified as follows:

15 JUDGE ROSENBERG: Give your full name and address.

16 THE WITNESS: Julius Seide, 8 Silversmith Lane,  
17 Levittown, New York.

18 DIRECT EXAMINATION

19 Q (By Mr. Fish) Mr. Seide, by whom are you employed?

20 A I'm employed by the New York Printing Pressmen  
21 and Offset Workers Union No. 51.

22 Q In what capacity?

23 A Business Representative.

24 Q In your capacity as business representative,  
25 Mr. Seide, did you become involved in negotiations with

1 Milprin Printing and other related companies?

2 A Yes, sir.

3 Q Could you tell us about these negotiations, please?

4 Tell us the first meeting that occurred, where  
5 it was and who was present.

6 A The first meeting was held 10/26/1972, October 26,  
7 1972.

8 MR. HUSBAND: I noticed Mr. Seide is working from  
9 some notes.

10 We discussed that previously, your Honor.

11 I wonder if I could look at the notes after he  
12 has finished or --

13 MR. FISH: I think after is the proper time.

14 JUDGE ROSENBERG: Why don't you defer? You could  
15 tell after he has finished testifying whether or not  
16 within your knowledge the facts that he is testifying to  
17 are correct and then, after he testifies from it, it  
18 might be more meaningful to you to read it over in that  
19 light.

20 MR. HUSBAND: I do have access to those notes?

21 MR. FISH: Sure, no dispute about that.

22 Q Continue, Mr. Seide.

23 A Present were Jack Devins, myself, Dan Cooper, I  
24 think Jack Cooper came in to say hello.

25 Julie Cooper came in to say hello but they didn't

1 participate in any negotiations, and Mike Cooper was  
2 introduced to us.

3 Q Tell us what occurred at this meeting?

4 A The first meeting was a general discussion of  
5 Local 51's contracts.

6 Q Did you present anything at that time, Mr. Seide?

7 A Excuse me?

8 Q Did you present anything to the Company at that  
9 time?

10 A I presented at that time our copy of the Union  
11 book, the master contract.

12 Q That is General Counsel's Exhibits 6-A and 6-B?

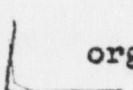
13 A Yes, sir, and wage scales.

14 I requested from the Company lists, including  
15 equipment, names, pay scales, benefits, hours, the general  
16 condition of what they're working under at present from  
17 the Company, that was all that was really took part that  
18 day.

19 Q Tell us when the next meeting was?

20 A The next meeting was on 11/8 of 1972.

21 JUDGE ROSENBERG: Before you go on, to clarify the  
22 record maybe at this point you ought to state what the  
23 back drop of all of this is.

24 I assume there was an election and the Union  
25 organized.  


1           There must be something that predated the engage-  
2         ment in collecting bargaining relationships.

3           MR. FISH: It is all in the complaint, your Honor,  
4         Paragraph 10.

5           JUDGE ROSENBERG: I take it there was an election  
6         which the Union won?

7           [REDACTED] MR. FISH: October 10th there was a certification  
8         pursuant to Paragraph 10.

9           JUDGE ROSENBERG: Were there any objections filed?

10          MR. FISH: No, there were not.

11          THE WITNESS: No, sir.

12          JUDGE ROSENBERG: No challenges, no hearing ever  
13         held?

14          THE WITNESS: No.

15          JUDGE ROSENBERG: Any post-election proceeding?

16          THE WITNESS: No.

17          [REDACTED] JUDGE ROSENBERG: All right, as a result I assume  
18         with the Union's victory at the polls the Company was  
19         consulted with to sit down and bargain?

20          [REDACTED] THE WITNESS: Yes.

21          JUDGE ROSENBERG: And the first such session was  
22         on October 26, 1972?

23          THE WITNESS: Correct.

24          JUDGE ROSENBERG: This is now where the reel begins  
25         running?

1 THE WITNESS: Yes.

2 Q (By Mr. Fish) Continue.

3 We are on the session of November the 8th.

4 A November the 8th, 1972 with Jack Devins, myself  
5 and Dan Cooper met at the Company office, in Danny Cooper's  
6 office.

7 We went into a general discussion of the contract  
8 again and we offered to have the Company to start our  
9 contract December 1st and that if we did extend our time  
10 in negotiating beyond December 1st we asked the Company  
11 if they would be willing to go for a retroactive and we  
12 received a no answer.

13 We tried to apprise whether we had a short con-  
14 tract or a long contract.

15 We had offered three years and the Company wasn't  
16 sure at that time and they thought they might want to go  
17 for a shorter contract.

18 We made a proposal of -- not a financial proposal  
19 in dollars and cents, of wages, but we made a proposal  
20 of 10 holidays as we have listed in our book.

21 We proposed increased vacations, from one week  
22 more than it was previous.

23 We asked for sick leave, five days as of April,  
24 1973.

25 We asked for welfare of 4 per cent, payment upon

1 signing.

2 We asked for income security funds a year from  
3 signing.

4 We asked for language in the contract to remain  
5 as it and the shortening of hours.

6 MR. HUSBAND: Excuse me.

7 The reason I make this statement is that while I  
8 can bring out the elucidation and clarification in cross-  
9 examine, it might be a little better inasmuch as the  
10 only people, and I presume so in saying, that really know  
11 what Mr. Seide is talking about are Mr. Seide and myself  
12 in that he is shorthanding it as if he was bargaining.

13 It is not said in a critical way. I wonder if  
14 we could just have it in one place rather than having  
15 it in cross-exam later about what 5 per cent means or 4  
16 per cent means.

17 Unless maybe I'm wrong, Judge, but it will bother  
18 me and I will spend time straightening it out in cross.

19 JUDGE ROSENBERG: Why don't you bring that out  
20 now?

21 Nothing mysterious about it?

22 MR. FISH: No.

23 Q (By Mr. Fish) Would you explain these things in  
24 a little more detail, Mr. Seide?

25 A Okay.

1                   JUDGE ROSENBERG: This way you may get no cross-  
2 examination at all?

3                   MR. HUSBAND: Right.

4                   A         We had a list, the Company had given us a list  
5 of the things they were paying out.

6                   As an instance, in vacation, the vacations they  
7 were given out were two weeks after two years of employment  
8 in the plant.

9                   We proposed that they give three weeks in 1973  
10 against two weeks they were giving.

11                  The Company was giving three days sick pay at  
12 that point to the people that were working there without  
13 a Union contract.

14                  We proposed five days as of April, 1973.

15                  I believe this is what you are seeking; is that  
16 right?

17                  JUDGE ROSENBERG: Right.

18                  A         (Continuing) The Company was paying Blue Cross,  
19 Blue Shield on a plan that they had purchased for the  
20 people in the plant.

21                  We proposed our welfare benefits which would have  
22 cost them approximately 4 per cent of payroll, a little  
23 over 4 per cent of gross payroll.

24                  The feeling was that our welfare plan paid a lot  
25 more and had a lot more benefits than theirs did.

1           We proposed an income security fund which the  
2       members of our Union are receiving from the industry at  
3       this point.

4           This included Dreyfus and life insurance based  
5       on age, everything cash value.

6           We went over some wordings in the contract. We  
7       proposed that the identification section of our contract,  
8       Section 126 to remain as is.

9           We proposed Section 7 of our master contract which  
10      is the length of the contract, that we would adjust the  
11      dates to what dates we signed and ended up and that Section  
12      8 of our contract should remain as is.

13           We proposed -- the Company was working 40 hours  
14      a week. We proposed to come down to 38-3/4 hours upon  
15      signing and 37-1/2 one year from signing, making a total  
16      deduction of two and a half hours, and that the language  
17      on the night differential and "lobster" differential,  
18      that that be kept in.

19           This was our proposal to the Company on that date.

20           We further proposed that the lunch period remain  
21      the same as the Company had now, that the jury duty would  
22      be 15 days which the Company paid nothing at this point  
23      and one day for qualification.

24           The Company paid no death leave.

25           We proposed our language on death leave which was

1           three days.

2           We proposed early call and overtime which the  
3           Company pays overtime over 40 hours.

4           We pay, our contract pays at a daily rate.

5           In other words, a man puts in his seven hours a  
6           day and works the eighth hour, he gets paid overtime.

7           There was much more language that we proposed that  
8           remained in the original agreement, the master contract  
9           that we had presented to Mr. Cooper, and we even dis-  
10          cussed the fact that he had a night shift which worked 40  
11          hours at night, 10 hours a night for four days, and there  
12          was even discussion how we would break up the four days  
13          to fit 38-3/4, 37-1/2 hours which the Union said we  
14          will go along with and we'd work out the hour schedule  
15          accordingly.

16          Q        Anything else at that session?

17          A        Not to the best of my recollection, no.

18          Q        When was the next session?

19          A        The next session was held on the 29th of November.

20          Q        Who was present?

21          A        Dan Cooper, myself and Jack Devins of Local 51.

22          Q        What was discussed?

23          A        We discussed, generally discussed the same things  
24          that we had proposed the meetings before, all the things  
25          I read you and went over the language for all these things.

1           It was a general discussion on the brief meetings,  
2 proposals which Dan Cooper than had a chance to digest.

3           The meeting lasted until 1:00 o'clock.

4           During the meeting we received complaints that  
5 the men were dogging it.

6           Q      Complaints from whom?

7           A      From Mr. Cooper that the people in the plant were  
8 playing games, they were sabotaging, they were dogging,  
9 they weren't putting out the full amount of work.

10          Q      What was your response to that?

11          A      Well, we didn't condone this and we felt that we  
12 better explain it to the people, so we asked permission  
13 from Mr. Cooper to have a meeting in the plant at lunch  
14 hour, which we did.

15          Jack Devins and I met with all the people.

16          We invited everybody in the plant in the unit and  
17 we met in the back.

18          We brought out complaints by the Company of dogging  
19 it.

20          We brought out the complaints by the Company of  
21 people threatening other people, even threats that the  
22 Company had said that they might be tires slashed and so  
23 on and so forth, and we told our people that we wanted  
24 none of it, we are now negotiating.

25          We didn't feel that this was a necessary thing.

1           There was a general denial by all the people in  
2           the plant that this had gone on.

3           In the exchange the key personnel complained that  
4           Jack Cooper was running around like a man losing his mind,  
5           which is one of the brothers, the Employer's brother,  
6           Dan's brother, that he was pushing everybody, he was  
7           yelling at everybody.

8           He was leaning on everybody, so we told them we  
9           would bring that complaint back to the office, and Jack  
10          Devins and myself went back into Danny Cooper's office  
11          and we told him of the denial by the people in the plant  
12          of anything going on.

13          We also told him we instructed them we wanted 100  
14          per cent production.

15          We don't want any monkey business, nobody fooling  
16          around. Everybody should cool it because we were trying  
17          to negotiate a contract and you can't negotiate under  
18          those conditions.

19          Then we stated to Danny the complaints that the  
20          people had and he right away said "Well, get Jack in  
21          here, he is being accused, I will bring him in here,"  
22          and he brought Jack in and I repeated the complaint that  
23          came from the people, that Jack was pushing and yelling.

24          Jack lost his cool at that moment.

25          Q         Tell us what he said, Mr. Seide.

1           A       He lost his cool and he yelled at Danny "Get him  
2                   out of here," referring, pointing to Jack Devins and my-  
3                   self, the business representative, "We don't need a Union  
4                   in here, we can go it alone, we will shut the damn place  
5                   down and go as brokers."

6                   He said "Throw everybody out."

7                   Danny at this point said he would quiet things  
8                   down if we would leave and we left.

9           Q       Did you continue negotiating after that on that  
10                  day?

11           A       Yes. The next meeting was on 12/21, December 21st,  
12                  1972.

13                   We came back in and we were told at that time  
14                   that things had quieted down and we went into discussion  
15                   about the previous meetings of raises, and we started to  
16                   go into figures for pay increases, the financial figures.

17                   Danny asked us to wait with any financial figures  
18                   because he was having his accountants come in to go over  
19                   the books at the end of the year.

20                   He would like to get a picture from them as to  
21                   what is going on before we had any proposals.

22                   We also discussed at that point, I was asked  
23                   whether he can give raises as he had given raises every year  
24                   and I told him that while negotiating it was not proper  
25                   to give raises, but all past practices were allowed,

1       whatever the Company had done previous, but couldn't  
2       give any money.

3           We decided we would wait for the accountants into  
4       the middle of February, over the holiday time.

5       Q       Did you make any wage proposals at that meeting?

6       A       Don't remember if I made any wage proposal or not.

7       Q       When was the next --

8       A       The next session was the 16th of February.

9       Q       February?

10      A       Of January, excuse me, at which time Danny had  
11       gotten the accountants' reports and we made a proposal and  
12       we received a counter proposal.

13      Q       What was your proposal?

14      A       Our proposal, I believe, was 10 per cent the first  
15       year, 10 per cent the second year, 10 per cent the third  
16       year increase in salary and welfare payments as of signing.

17      Q       What were the welfare payments?

18      A       Welfare payments of 4.11 per cent of gross as of  
19       signing.

20           MR. HUSBAND: I wonder if I could ask that the  
21       witness speak a little more slowly for just a bit more  
22       for note taking purposes?

23           JUDGE ROSENBERG: All right.

24           MR. HUSBAND: The clarity is fine but --

25           JUDGE ROSENBERG: Stretch it out.

1           Did we get an answer?

2           MR. HUSBAND: 4.11 per cent.

3           THE WITNESS: 4.11.

4           There were other proposals on the various areas  
5           in the contract which I can't remember all of them.

6           Q        Anything on pension?

7           A        Yes, there was a proposal on pension. I can't  
8           remember exactly when it would have come in.

9           There was -- it was basically on most of the  
10          sessions of the contract, the financial sections of the  
11          contract but the basic thing about salary was 10.10 and --

12          Q        What was the response?

13          A        Dan's response to that was that he couldn't reach  
14          our number, and his response was that he was going to  
15          give us a very generous offer and he hoped that we  
16          could straighten it out and sign it right now and his  
17          generous offer was 2 per cent with an 18 month -- 2 per  
18          cent salary increase over an 18 month contract, plus the  
19          fact that we could use the benefit structure that he  
20          was paying.

21           We would use that money for our benefit structure.

22           He was paying 6.9 per cent of payroll, of the  
23          unit payroll for his Blue Cross and pension.

24           He offered us the 6.9 per cent, that we could put  
25          into our welfare plan at the time and use the other 2.8

1 towards giving the men that much more of an increase.  
2

3       Also on this day we went into language in the  
4 contract, and we went over from Section 1 of the master  
5 contract to Section 60 of the master contract.

6       Q       Did you reach agreement on any items at that  
7 session, Mr. Seide?

8       A       We reached agreement on a great deal of language  
9 and at that time I drew up a sheet, sitting at the desk,  
10 in which I wrote down all the sections that we had agreed  
11 to and at the end of the sheet I put down that the  
12 Union and Employer agree to the sections above with  
13 these changes and the names and I signed my name.

14       Q       I show you General Counsel Exhibit 7 in evidence  
15 and ask you if that is the contract?

16       A       That is the document I signed my name and asked  
17 Dan Cooper to sign his and he did sign his, and this  
18 agreement was Section 3 which is the Union security clause.

19       Q       What was the Union's response to the Company's  
20 counter offer that was raised with respect to wages?

21       A       We rejected it.

22       Q       Anything further at that meeting, Mr. Seide?

23       A      No.

24       Q       When was the next meeting?

25       A       Well, the next meeting was on the 25th of January.

Q       In between those last two sessions you received a

1 letter from the Company?

2 A I received a letter from Danny Cooper.

3 Q And that is General Counsel's 9 in evidence?

4 A Yes.

5 Q Let us get back to the meeting of the 25th.

6 Those same people present.

7 MR. HUSBAND: The same people, those three?

8 THE WITNESS: Well, Mike Cooper came in from time  
9 to time and sat in at the meeting.

10 I don't remember what dates because I really wasn't  
11 paying much attention to it.

12 JUDGE ROSENBERG: What month was that?

13 THE WITNESS: That was in January.

14 JUDGE ROSENBERG: The 25th?

15 THE WITNESS: The 25th, sir, 1973.

16 Q (By Mr. Fish) All right, tell us what happened  
17 at the meeting of the 25th?

18 A Well, the first thing that happened was that when  
19 we came in Danny had told us that he couldn't reach our  
20 numbers which, meaning the proposal that we had made prior.

21 I told Danny that if he couldn't reach our numbers  
22 and the Company couldn't do it, if we could see the books  
23 at that time we would then tailor a contract to fit his  
24 financial, what his financial ability to pay was.

25 Q What was his response to that?

1 A He wouldn't show us the books.

2 He said he wouldn't show anyone.

3 Q What did he say?

4 A He said "I won't show anything, the books," some-  
5 thing to that effect.

6 Q Did he give you any reason why?

7 A He said it was nobody's business to see his books.

8 Q Continue.

9 A Then on the 25th we discussed the offer made by  
10 Dan Cooper, the 2 per cent for 18 months, and Mr. Cooper  
11 came up with a new proposal which was 2 per cent at  
12 signing, 2 per cent a year from signing, a 21 month con-  
13 tract and 6.9, that is welfare funds to be used by us in  
14 our welfare.

15 I was very upset and so was Jack Devins at the  
16 proposal because we felt that it was not a decent proposal  
17 for people to receive and at the time I said "Well, I  
18 will make another proposal to the Company" and I sat at  
19 the desk and I wrote out a proposal on the 25th of January  
20 which I gave to General Counsel.

21 Q Is that General Counsel's Exhibit 8-B in evidence?

22 A Yes, sir, and on that same day in our meeting we  
23 continued on from where we had left off on the 16th with  
24 Section 65 of our general contract, going over the language  
25 and we came to a number of other agreements, some changes.

1           We decided on the Marcum Press, the meaning on  
2         the Marcum Press. We decided we would rewrite some  
3         language on equipment, basing it on what the equipment was  
4         in the plant.

5           Q         Did you reduce these things to writing?

6           A         I wrote them out as I had done previously.

7                   I signed them and asked Danny Cooper to sign them  
8         and he refused.

9           Q         Is this General Counsel's Exhibit 8-A in evidence?

10          A         Yes.

11          Q         You say you signed it and you asked Mr. Cooper  
12         to sign it?

13          A         Yes, like I did the previous one.

14          Q         What was Mr. Cooper's response?

15          A         He refused.

16                   He said he wouldn't sign anything and he also made  
17         the comment that besides, whatever he signed don't mean  
18         anything until he gets to the end and signs the final con-  
19         tract.

20                   I told him at that time and Jack Devins also  
21         reiterated that the sections that are closed, that are  
22         signed are not going to be negotiated again.

23                   We felt that once we close them and agree to them  
24         they should stay closed, and we continued on from there,  
25         otherwise you never can never negotiate a contract.

1            You would keep going over these things over and  
2            over.

3            Q         Did he give any reasons why he didn't want to  
4            sign as he had the previous session?

5            A         He said that he -- he gave me a comment, said I'm  
6            too shrewd a bargainer and he didn't want to get caught  
7            in a trap, something to that effect.

8            Q         Anything else at that meeting?

9            A         No, not to my knowledge.

10           The next meeting was on February 6, 1973, at  
11           which time the Company presented us, Local 51, Jack Devins  
12           and myself, the same people were there, presented Jack  
13           Devins and myself the figures on how much money they paid  
14           out in pensions and Blue Cross which came out to about  
15           \$12,000 or 6.9, that their accountant told us was 6.9  
16           of their payroll at the time.

17           We discussed the 2 per cent offer and the 2 per  
18           cent plus the 6.9.

19           We told him we didn't feel this was a right offer,  
20           that this offer was enough.

21           He reiterated he couldn't reach our numbers and I  
22           reiterated that I wanted to see the books if he couldn't  
23           reach our numbers.

24           I then made a new proposal.

25           Q         What was his response when you asked to see the

1 books?

2 A He refused to.

3 Q What did he say?

4 A He don't have to show them to anyone.

5 Q Continue.

6 A Local 51 made a new proposal which was a 18 month  
7 contract, 8 per cent salary increase at signing, 8 per cent  
8 six months from signing, 8 per cent one year from signing.

9 Welfare payments upon signing, pension one year  
10 from signing, labor security program six months from  
11 signing, a week more vacation, contributions to our  
12 vacation fund next year.

13 Reduce the hours now and reduce the hours in a  
14 year.

15 Death leave, sick pay compromise of four days in  
16 '73 and five days in '74.

17 Contract OT jury duty 10 days, the life of the  
18 contract instead of 16.

19 MR. HUSBAND: Excuse me, I'm a speed writer and  
20 fast note taker but a client who occasionally says one  
21 word and I'm back at the hours.

22 You say that the amount they were to --

23 THE WITNESS: Reduce.

24 I will go over that again.

25 Q Try to go a little slower.

1 A We proposed reducing the hours to 38-3/4 at  
2 signing, 37-1/2 one year from signing.

3 The death leave of three days as in our master  
4 contract.

5 The sick pay, we proposed four days in April, be-  
6 ginning in April of 1973 and five days beginning April of  
7 '74.

8 We proposed contract overtime as written in the  
9 master contract.

10 We proposed 10 days jury duty, the life of the con-  
11 tract instead of the 16 that we have in there, and we  
12 proposed holidays as in the contract.

13 We again received the offer again, was 2 per cent  
14 now, 2 per cent 12 months from now and the use of the 6.9  
15 toward our welfare.

16 MR. HUSBAND: Excuse me, not in an adversary stance,  
17 but I think it might clarify things, I would like to ask  
18 how long a contract the two parties were proposing?

19 THE WITNESS: 18 months, I said it.

20 Q (By Mr. Fish) Did you make another wage proposal  
21 at this meeting?

22 A I just read it, the 8 per cent.

23 Q What was the Company's response to your new pro-  
24 posal?

25 A The Company's response to our proposal was that he

1       would have to take it back to his brothers and talk  
2       about it.

3       Q       The next meeting?

4       A       The next meeting was held on the 21st of March.

5       Q       The 21st?

6       A       The 21st of March.

7       MR. HUSBAND: I thought that was February 6th.

8       MR. FISH: After February 6th.

9       THE WITNESS: Oh, excuse me, I jumped.

10      I'm sorry, I'm ahead of myself.

11      The next meeting was on the 15th of February.

12      Q       What happened at this meeting?

13      A       We went over everything that we had discussed  
14      previously.

15      I don't have any particular notes on this meeting  
16      except that one thing we did go over was the pension, Blue  
17      Cross.

18      We went over all the things that we had gone over  
19      previously.

20      Q       No changes in any one's position that you recall?

T2      A       No changes.

22      Q       The next meeting?

23      A       Was the 8th of March.

24      Q       What happened at this meeting?

25      A       In fact, if you would excuse me for one moment,

1       sir, the 8th of March is when I changed the proposal to  
2       8 per cent, 8 per cent, 8 per cent.

3           I read the notes wrong.

4           Not previously on the 6th, it was on the 8th of  
5       March.

6           I have the notes right here in front of me.

7       Q       So you are saying the testimony you have just  
8       given with respect to the 8 per cent and 8 per cent and  
9       the various other proposals were made at March 8th?

10      A       Yes.

11      MR. HUSBAND: The whole package?

12      THE WITNESS: What I read to you before, the 8  
13       per cent, 8 per cent, that whole package was given on the  
14       8th of March instead of the 6th of February.

15      MR. HUSBAND: The whole package, meaning the whole  
16       economic package or just the wage aspect?

17      THE WITNESS: The whole economic package, the  
18       welfare, pension, labor security.

19      MR. HUSBAND: That wasn't given on the 6th?

20      THE WITNESS: No, sir.

21      Q       (By Mr. Fish) Continue.

22      A       On the 8th when we had discussed the proposal  
23       we again were told by Dan that he couldn't reach our  
24       numbers, and we again asked him to see his books, and we  
25       pointed out to him that the 2 per cent that was being

1 offered was not as much as he had given his employees in  
2 the past, that we had found out from the employees,  
3 that they had received raises approximately twice a year.

4 Not everybody got raises twice a year but most  
5 people got raises twice a year and that they averaged  
6 between \$5 and \$15 a year, whereas the 2 per cent would  
7 barely bring the top man up to a little over five and  
8 the bottom person less than \$2 a week, and we felt that  
9 this was not a fair proposal from the company that had  
10 given raises.

11 At least we felt definitely the proposal should  
12 have been what they had done in the past.

13 He said that he couldn't reach our numbers and that  
14 is all he is going to give.

15 Q What was his response to your claim that he had  
16 given out raises in excess of what he was offering to the  
17 Union?

18 A He said that he gave out raises as he saw fit.

19 Q Despite the fact that he had given out these raises?

20 A Claims he did not give out, that the figures I  
21 had were incorrect, the \$5 to \$15.

22 Q What did you then say?

23 A I only had to say that the employees had told me  
24 that this was in fact the raises they got.

25 That if they had gotten that in the past they

1       should be getting that now.

2       Q       Did you ask to see the records at that time?

3       A       Yes.

4               When Dan said that he couldn't reach our numbers  
5       again, which was a favorite expression of his, we told  
6       him show us the books, we will tailor it.

7               We don't know what your numbers are unless you  
8       show us.

9       Q       Did you ask to see the records with respect to the  
10      past wage increases?

11      A       We asked to see the records of the payroll for the  
12      past three years, July and December when he gave the in-  
13      creases so we can verify or not verify whether he was  
14      giving these increases.

15      Q       What did he say?

16      A       He refused to show us any records at all.

17      Q       Continue.

18      A       The next meeting was on the 21st of March, 1973.

19      Q       Did the Company make any proposals, counter pro-  
20      posals at the March 8th meeting?

21      A       Yes, they did.

22               The Company proposed the counter proposal of 2-1/2  
23      per cent as of signing, 2-1/2 per cent a year from signing,  
24      a 21 month contract and the use of the 6.9 per cent which  
25      they pay out in pension and welfare.

1 Q What was the Union's response to this?

2 A We rejected this proposal on two grounds.

3 First that we asked for an 18 month contract and  
4 now we are sliding over to 21 and second of all, that  
5 it was insufficient.

6 Q Did the Union make any counter proposals at this  
7 meeting?

8 A Well, I read out that the Union had made a pro-  
9 posal of eight and eight and eight.

10 Q Anything else at this March 8th meeting?

11 A No, sir.

12 Q When was the next meeting?

13 A The next meeting was on March the 21st.

14 In between March 21st and March 8th the Union,  
15 the Union, the President of the Union had received a  
16 letter from someone who was -- it was an anonymous letter  
17 which wasn't signed, stating that people in the plant  
18 felt that the two business representatives weren't doing  
19 their job, weren't negotiating properly.

20 After much discussion in our office we were ordered  
21 by the president, Jack Devins and myself were instructed  
22 by the president to form a lay committee to negotiate.

23 When we came in on March the 21st Jack and myself  
24 with Danny Cooper, we felt that we didn't want to be  
25 able to discuss anything at this point.

1           We were very upset over the fact that we had been--  
2           that an accusation had been made against us and we dis-  
3           cussed with Danny the negotiating committee.

4       Q     What was the discussion?

5       A     We asked for meetings with the negotiating committee.

6       Q     What was Mr. Cooper's response?

7       A     The Company said they would not allow any dis-  
8           cussions or meetings on Company time with Company employees,  
9           so that we would have to negotiate after hours and off  
10          days.

11           In order not to get in a hassle we agreed to it.

12           We thought we were too upset to do it any other  
13          way, so we agreed that that is the way we would do it,  
14          and that is all that was discussed that day.

15           We were very upset about our being accused and  
16          everything.

17       Q     There were no negotiations on that day?

18       A     No, nothing else, just setting up so that we can  
19          have a lay committee.

20       Q     When was the next meeting?

21       A     The next meeting was on the 27th of March, 1973.  
22           Present was Danny Cooper, Jack Devins, myself,  
23          John Gregory.

24       Q     Identify who he is?

25       A     They are lay members, John Gregory, a lay member,

1           Burt Green, a lay member, Al Jannone, lay member.

2       Q     Where was this meeting?

3       A     The meeting was held in the office of the company.

4       Q     At what time?

5           JUDGE ROSENBERG: I never thought that I would live  
6           to see the day or reach the day in any Union organization  
7           where was a lay member.

8           THE WITNESS: It was in the evening, 7:00 P. M.

9       Q     (By Mr. Fish) Tell us what happened at that meeting?

10          JUDGE ROSENBERG: By the way, this is the first  
11          time I think in all the 25 years of being in this business  
12          that I have ever heard that expression.

13          You learn something every day.

14          THE WITNESS: We use it often in our Union.

15       A     (Continuing) We went over a review for the lay  
16       committee, negotiating committee of what had transpired  
17       previous, and where we were up to at that point with the  
18       last offer from the Company, which was 2-1/2 per cent at  
19       signing, 2-1/2 per cent a year from signing on the 21 month  
20       contract and what our last offer had been, eight and eight  
21       and so on.

22          There was much discussion at which Danny Cooper  
23       tried to talk to the lay committee as individuals in the  
24       room.

25       Q     What did he say?

1           A     Well, he tried to tell them how good he was to  
2           them and the Company was to them and they had a good job  
3           and his only concern was for the people working in the  
4           place, and this sort of stuff, Jack Devins and myself,  
5           we objected to the fact that we weren't in there for  
6           him to proselytize his cause, we weren't there to  
7           proselytize our cause, we were there to negotiate.

8                 At that meeting we had, Local 51 made a new pro-  
9           posal which was -- tell me if I'm going too fast,  
10           Mr. Husband, 18 month contract, 7-1/2 per cent increase  
11           at signing, 6 per cent six months from signing, 6 per cent  
12           a year from signing.

13                 All moneys that go into the present funds that  
14           the Company was paying out, turned over to the Union for  
15           use in our Welfare fund which was 4.11, and attempt to  
16           use the other 2.8 per cent to tailor them to the hours,  
17           to reduce the hours.

18                 Income security fund, six months from signing,  
19           pension fund one year from signing.

20                 The present pension would be dissolved and any  
21           vested funds be given to the employees.

22                 Vacation, we proposed two and a half days in the  
23           summer of 1973 to be given to the employees in either time  
24           or money, and a contribution to the vacation fund in  
25           1973 for the summer of 1974 when everyone in the plant

1 would get three weeks vacation.

2 We proposed death leave effective six months  
3 after signing, sick days five days as of now, contract  
4 overtime, ten holidays.

5 We eliminated jury duty and all other wording  
6 in the contract to remain as is.

7 The answer we got is your numbers are too steep  
8 for us, we can't reach your numbers, and I told Mr. Coope  
9 I don't know what I'm going to work under, I don't know  
10 what numbers he is talking about.

11 If he would show us the books we could tailor  
12 make a contract to him and he refused to show us the  
13 books.

14 Q What did he say?

15 A He said "I don't have to show my books to anyone"  
16 or words to that effect.

17 "I don't have to show my books to anyone."

18 Q Was there a discussion about wage increase, the  
19 past practice in wage increase at this meeting?

20 A We went into discussion of what the Company practice  
21 of increases that they had gone into in the past, and  
22 we came out with the fact that 2-1/2 per cent was less  
23 than they had given previous to the Union being there.

24 Q Did you ask the members of the lay committee to  
25 make any comments on what kind of raises they got in the

1 past?

2 A Yes, I asked the members of the lay committee,  
3 the three of them if the information that I had received  
4 about them receiving anywhere from \$5 to \$15 increases  
5 was correct.

6 They all confirmed what I had said.

7 Q What did the Company say to that?

8 A No comment.

9 Q Anything else at that meeting?

10 A Not to the best of my recollection, no.

11 Q Tell us when the next meeting was?

12 JUDGE ROSENBERG: This might be a good juncture to  
13 take a slight break.

14 (A short recess was taken.)

15 JUDGE ROSENBERG: On the record.

16 A (Continuing) The next meeting was on April 3,  
17 1973.

18 Q April what?

19 A 3rd.

20 Q 3rd?

21 A 3rd, 3. April -- yes, April 3rd, 6:00 P. M.

22 Q I thought that was the one we just went over?

23 A No, we went over 3/27.

24 Q What happened then?

25 Was this with the committee again?

1 A This was with the committee, the same people. We  
2 met in Danny Cooper's office in the evening, and as a  
3 tactic, we decided we would try to be as still as we could.

4 Q Be as what?

5 A As still as we could.

6 MR. HUSBAND: I will object to that.

7 I object to that because that doesn't state a fact  
8 of what happens.

9 JUDGE ROSENBERG: I don't see that that objection  
10 is necessary.

11 I don't know what that means.

12 Q (By Mr. Fish) Would you please elaborate?

13 A I will elaborate.

14 We went in. At that meeting we asked the Company  
15 if there was any change in their position.

16 They stated no.

17 We felt that -- Jack Devins and myself, and the  
18 committee felt at that point that the Company was not  
19 bargaining.

20 We then asked Danny Cooper --

21 MR. HUSBAND: I want to object to it.

22 JUDGE ROSENBERG: All right, let him finish what  
23 he is about to say first.

24 A (Continuing) We then asked Danny Cooper to make  
25 us another offer.

1 JUDGE ROSENBERG: Do you have any objection?

2 MR. HUSBAND: I object to any comments about the  
3 mental processes of the witness, his characterization  
4 of opinions, about what other people were doing.

5 JUDGE ROSENBERG: The amount of weight I would  
6 attribute to this would be nil anyway.

7 Overruled.

8 You asked him --

9 A (Continuing) To make us another offer.

10 JUDGE ROSENBERG: What did he say?

11 THE WITNESS: He said he had no other offer to  
12 make us at this time, that he and his brothers talked  
13 it over and there would be no other offer at this time.

14 They couldn't reach our numbers and they would  
15 sit with their proposal to us.

16 We then accused Danny and the Company of bargaining  
17 in bad faith in the fact that we had been sitting there  
18 for over six months and we had only gotten to a point  
19 of 2-1/2 per cent.

20 At that point we sat silently without any comments,  
21 without anything being said for 25 or 30 minutes and

22 finally Danny said well, what are we going to do?

23 And Jack Devins said to him make us an offer  
24 and he said there is no other offer.

25 We sat silently again for 25 minutes.

1           Finally Danny said well, we can't go on like this,  
2           and either Jack or myself, I don't remember who said,  
3           make us an offer.

4           And he said there wouldn't be another offer,  
5           and we sat for about 15 minutes more and Danny said no  
6           use going on like that, I'm going to ask you to leave.  
7

8           We made no comment.

9           We just sat a little bit longer and finally said  
10          "Well, there is no use to this, I'm leaving, you can leave,"  
11          and we all broke up at that point.

12         Q       When was the next meeting?

13         A       The next meeting was on the 23rd of April 1973.

14         Q       Who was present at that meeting?

15         A       The lay committee, Jack Devins, myself and Danny  
16           Cooper.

17         Q       What happened?

18         A       We got into a discussion over the proposals that  
19           we had made, the proposals that the Company had made.

20           We told the Company we felt that their proposals  
21           were not sufficient and that they weren't bargaining with  
22           us because I told them that I didn't think they had any  
23           intention of signing a contract.

24           Danny said that -- he said we can sign the one I  
25           offered you, that is all, and after much discussion the  
            Company finally -- Danny came up with a proposal, a new

1 proposal.

2 He offered us 3 per cent upon signing, 3 per cent  
3 one year from signing, a 21 month contract, jury duty,  
4 three days pay for the length of the contract, a ridiculous  
5 vacation plan and you will object, Mr. Husband --

6 Q Please, Mr. Seide, tell us what the vacation plan  
7 was.

8 A The vacation plan consisted of what he had in  
9 the plan now was after one year a man receive one week's  
10 vacation.

11 After two years receive two weeks vacation.

12 He was saying that after a person worked there  
13 two years he would then give them a day every year until  
14 they were in the plant seven years, to receive three weeks  
15 vacation after seven years and that would depend upon  
16 the day of signing.

17 I pointed out to him we were sitting here and  
18 negotiating and his proposal was for a 21 month contract.

19 I pointed out to him we were sitting here negotiating  
20 what we propose in 18 months, he proposed in 21 months  
21 and here he was talking about the next seven years vacation.

22 If he wanted a seven year contract I could work  
23 out a seven year contract, but we hadn't -- there was no  
24 talk of that length of time in all the time we were there.

25 He also stated that he would withdraw his 6.9

1 per cent and maintain his own Blue Cross and pension,  
2 therefore making the three and the three less than he  
3 had proposed the meeting before when it was 2-1/2 and 2-1/2  
4 and 6.9.

5 He actually had given us a cut.

6 Q Did you point that out to him?

7 A I pointed that out to him.

8 Q What was his response?

9 A He said, his answers were he and his brothers had  
10 talked it over and this was what they had wanted to do  
11 and also, they couldn't reach our numbers and I again  
12 told them that what numbers are we talking about?

13 Show us what your books are and we will tailor  
14 something to your numbers.

15 He refused, he don't have to show us the books,  
16 and I objected to the fact that he was withdrawing a  
17 part of the moneys that he had been offering all along,  
18 which was a 6.9.

19 I also pointed out that our welfare plan covered  
20 a heck of a lot more than Mr. Cooper's Blue Cross and Blue  
21 Shield.

22 He said that it is all he is going to give us,  
23 all he could give us was 3 per cent now and 3 per cent  
24 a year from now and what I had mentioned.

25 At that point he said that he keeps going back

1 to his brothers for confrontation -- for consultation,  
2 why don't he bring his brothers in to negotiate?

3 He said he don't have to bring anybody in to  
4 negotiate.

5 And I insisted that I wanted to meet all the  
6 brothers, I wanted to find out he was the negotiator for  
7 the Company or there was somebody else behind the scenes  
8 pulling the strings and at that point he refused.

9 Q What did he say?

10 A He said he didn't have to bring his brothers in,  
11 nobody else was going to come in there, he is a negotiator  
12 for the Company, he is the President of the Company, he  
13 will take care of it.

14 I accused him of not wanting his brothers in there  
15 because perhaps he wasn't the negotiator.

16 He got very angry and he said "I offer you 3.3."

17 He says "I can even go three and a half," and  
18 I went after him and I told him "Why don't you go three  
19 and a half? What are you playing games with us for?"

20 And he said "Okay, I will give you three and a  
21 half," and I said "Well, we got to talk to your brothers.  
22 Maybe the brothers, we will get five out of."

23 Because we felt that every time that we had  
24 discussed something he had to go back to his brothers.

25 Q Tell us what was said?

What was the final resolution of that?

2 A The final resolution was we would talk over the  
3 telephone.

He would see about a meeting with his brothers  
and we left with the 3-1/2 per cent proposal.

6 Q So he had offered 3-1/2?

A 3-1/2.

He said that "I said it," he says, "I will stick  
to it."

10 Q When was the next meeting?

A The next meeting was on the 15th of May, 1973.

12 Q Who was present?

13 A The lay committee, Jack Devins, myself, Ben Cooper  
14 and Jack Cooper.

15           Julie Cooper was -- I think they told me he was  
16           out of town.

17 9 So two of the other Cooper Brothers?

A Two of the other Cooper Brothers, right.

Q      What was said at this time?

20 A We proceeded to discuss, I asked the other Coopers  
21 about the negotiating and who was negotiating, specific-  
22 ally I asked Ben because I felt Ben was the oldest  
23 brother, he might have the largest interest, and he said  
24 Danny was the only negotiator for the company and Jack  
25 Cooper also stated that Danny does all the negotiating

1 for the Company.

2 After that Jack and I, Jack Devins and myself dis-  
3 cussed with Danny while they were in the room they  
4 offered nothing into the conversation.

5 They didn't interfere.

6 We asked them about the last proposal and he  
7 told us that that was the only proposal we are going to  
8 get.

9 He couldn't reach our numbers, he couldn't give  
10 us any more.

11 We again asked to see the books and he refused.

12 We told Danny "You are backing us to the wall."

13 He said "You know what you have to do, you do it."

14 He says "You go ahead and do it."

15 And we broke off at a discordant note.

16 Q After that?

17 A After that meeting.

18 Q Negotiating session, what happened?

19 A The lay committee, myself and Jack Devins met away  
20 from the plant to discuss our next move.

21 Q What was the discussion?

22 A The discussion was what the lay committee and we  
23 could do to move the firm off the place that they had  
24 been sitting for so long.

25 The lay committee felt that the Company wasn't

1 bargaining in good faith, they felt that the Company  
2 could give us more, they didn't want to give us more.  
3

4 They felt that the Company refusing to show us  
5 the books because they had told us that if the Company  
6 shows us the books and we see that the Company can give  
7 this is what they would accept, but the refusal of the  
8 Company to show the Union the books, the Union accountant  
9 the books was a sign of bad faith on their part.

10 In the discussion there came up about the strike,  
11 and they said Burt Green, John Green and Al Jannone  
12 had spoken to a lot of people in the plant and the people  
13 were with us and now was the time to pull a strike.

14 Burt Green told me he had over a 100 jobs on the  
15 floor and if we hit them now with the strike we can hurt  
16 them and he would settle quickly.

17 The lay committee voted unanimously to go on  
18 strike on behalf of the people in the plant, they had  
19 stated they would speak to everybody.

20 This was about 10:00 o'clock at night.

21 Q Prior to that, Mr. Seide, please tell us about  
22 any conversations they may have had with any other Company  
23 officials?

24 A Well, they had been telling me all along about  
25 comments that were being made in the plant by Jack Cooper,  
Julie Cooper in reference to --

1 JUDGE ROSENBERG: In other words, what you are  
2 saying, regardless of the truth or the falsity of the  
3 statements made by the employees to this witness, that  
4 the purpose of the strike was prompted by those state-  
5 ments, whether they were true or false?

6 MR. FISH: Among other things.

7 JUDGE ROSENBERG: All right, I will overrule your  
8 objection.

9 Whether that is so or not is another matter.

10 Q (By Mr. Fish) Continue, Mr. Seide.

11 A They told me that all along we had been -- they  
12 had been getting remarks from the Company about not wanting  
13 to sign a contract, from Jack Cooper, that they would  
14 wait until October 1st and they would wait, be able to  
15 wait this out, no matter what happened, and this was one  
16 of the reasons that they gave me for the fact that  
17 they wanted, and the people in the plant wanted to go  
18 out on strike.

19 I then proceeded after this conversation, the  
20 vote taken by the lay committee, the three members of  
21 the negotiating committee and I then proceeded to go into  
22 New York to pick up picket signs.

23 We didn't have any.

24 I got home at 1:00 o'clock in the morning with  
25 Al Jamnone and John Gregory, dropped them off and went  
home to bed and left them with the picket signs.

t3

1 Q What did the picket signs say?

2 A What is that?

3 Q What did the picket signs say?

4 A The picket signs state Milprin and all the names  
5 of the companies were on strike, Local 51.

6 Q Was a strike commenced?

7 A The strike commenced at 7:00 A.M. the following  
8 morning on the 16th of May, 1973.

9 Q How many employees went out on strike?

10 A There were I think, there were seven employees went  
11 out and one shipping department employee.

12 Total of -- I'm trying to remember all the names.

13 No, it was six employees and the shipping depart-  
14 ment employee.

15 JUDGE ROSENBERG: How many employees were in the  
16 appropriate unit?

17 THE WITNESS: Approximately at the voting time  
18 was 28, your Honor.

19 JUDGE ROSENBERG: Did 28 vote?

20 THE WITNESS: 27 voted. One was ill.

21 JUDGE ROSENBERG: So then six went out on strike?

22 THE WITNESS: Yes.

23 One of the point here is that one of our negotiating  
24 committee, Mr. Green who had said five or six people  
25 would come out with him from his department, was there at

1 a quarter to 7:00 and went in to work without even  
2 approaching the picket line, just prior to the picket  
3 line, and his department went in in total.

4 Q So when was the first session that you had after  
5 the strike started?

6 A Well, on June the 11th I think sent a letter to  
7 Mr. Dan Cooper and I don't think that you have a copy of  
8 this.

9 Q No, I don't believe I do.

10 JUDGE ROSENBERG: What did the letter state?

11 THE WITNESS: I will read the letter if it is  
12 all right with you.

13 "Dear Dan:

14 "Jack Devins and myself on behalf of Local 51  
15 wish to continue to negotiate with Milprin Press for a  
16 contract.

17 "We shall be glad to meet you any place but at  
18 the plant to discuss our differences.

19 "Hoping to hear from you soon.

20            "Yours truly, Julius Seide, Business Representative."

21 MR. COOPER: We never received a letter like this,  
22 never, ever.

23 JUDGE ROSENBERG: Wait until you get on the stand.

24 THE WITNESS: It was sent registered mail.

25 JUDGE ROSENBERG: It was sent registered mail?

1            You have a return receipt?

2            THE WITNESS: Yes, sir, I have it in my office  
3            probably.

4            JUDGE ROSENBERG: Who signed the return receipt?

5            THE WITNESS: I can't remember now.

6            I would have to go look to check it out.

7            JUDGE ROSENBERG: Why don't you bring it in to-  
8            morrow?

9            THE WITNESS: Are we starting at 9:00, your Honor?

10          JUDGE ROSENBERG: 10:00.

11          THE WITNESS: I will have to get in real early  
12          to start to look for it in my office.

13          MR. FISH: No, I don't think it is all that im-  
14          portant.

15          Q        (By Mr. Fish) Was there a meeting subsequently  
16          set up?

17          A        The meeting subsequently set up was for the 19th  
18          of June, 1973 with Dan Cooper.

19          Q        Where was the meeting?

20          A        Jack Devins and myself, no lay committee.

21          The meeting was held in a restaurant out on Route  
22          110, at which time we made a proposal to the Company to  
23          take the people off the street and go for a 18 month con-  
24          tract, a 7-1/2 per cent wage increase on signing, a  
25          7-1/2 per cent wage increase one year from signing, the

1 percentage being the percentage of the aggregate percent-  
2 age of the payroll.

3 Welfare payments now to the Union plan.

4 Pension one year from signing.

5 Vacation in 1973 as in past practices. Vacation  
6 in 1974 one week more than 1973.

7 April, '74 vacation in the vacation fund.

8 That is a contribution to our vacation fund which  
9 then the Union then pays the men their vacation money  
10 the following year.

11 The contract overtime which means a master contract,  
12 the language in the master contract for overtime pro-  
13 visions.

14 Death leave of three days which Danny Cooper agreed  
15 to.

16 Sick pay for days in 1973, five days in 1974,  
17 also agreed to by Danny Cooper.

18 The holidays as in the contract. All other language  
19 in the contract and 37-1/2 hours per week one year from  
20 the signing of the contract.

21 The counter proposal given by Danny Cooper at  
22 that time was okay in the 18 month contract.

23 If you excuse me, our proposal was 21, not 18. I  
24 scratched out. I know why and we agreed to it so then  
25 I put that in, an 18 month contract.

1           This is a proposal from the Company:

2           5 per cent at signing, 2-1/2 per cent six months  
3           from signing, 2-1/2 per cent 12 months from signing, no  
4           welfare, no pension, no use of the funds in the welfare  
5           plan that he had now; vacation, one day in 1973, one day  
6           in 1974, either in pay or time for all those employees  
7           with two years or more and the option being the Employer  
8           to give them the pay or the time.

9           Overtime over 40 hours, 9 holidays, no reduction  
10          in ours and three days jury duty now and four days next  
11          year.

12          At this point Jack Devins and myself left the  
13          table to discuss the package and we had decided that we  
14          would make a go of getting our welfare into this pro-  
15          posal.

16          Q        What was the Company's proposal on pension and  
17          welfare?

18          A        To continue what they were doing now, not to allow  
19          us to have our welfare.

20          We came back and we attempted to talk Danny Cooper  
21          into going along with our welfare instead of the Company's  
22          welfare.

23          He refused.

24          We then had another meeting in which we said we  
25          felt we had to get the men off the street as quickly as

1 possible, and that okay, we will take this contract, it  
2 is only a short term of 18 months.  
3

4 We can live with it for 18 months and work from  
there.

5 We came back and we told Danny Cooper we would  
6 accept this proposal.  
7

8 Reached over the table to shake hands and the  
words that came out of Danny Cooper's mouth were "And  
9 no Union security" as we were reaching to shake hands.  
10

11 It had not been discussed, offered or retracted  
up to that point in which we could not accept.  
12

13 Q What did you say about the Union security?  
14

15 A I got furious.  
16

17 I actually lost my head at that point which was  
one of the rare occasions.  
18

19 Q What did you say?  
20

21 A I guess I called Danny Cooper some names and I be-  
rated him and I felt it was totally unfair of the  
situation to come about like this, and I felt the man --  
22 we had agreed and he had stated way back in January that  
if we had reached an agreement on his economic terms  
23 there would be no problem with Union security, and here  
we reach an agreement on his economic terms, not ours,  
24 and he threw this in as a clinker, and I kind of felt  
25 that he was coming in from left field.

1 Q Did he give you any reason why he wouldn't agree  
2 to Union security?

3 A Yes, he said he had 18 in and six out, meaning  
4 the strike.

5 Q What happened after that?

6 A We broke up after a heated argument and left,  
7 Jack and I left.

8 In fact Danny left also.

9 Q When was the next meeting?

10 A The next meeting was 7/5, July 5th.

11 Q Who was present?

12 A Danny Cooper and myself.

13 Q Just the two of you?

14 A Just the two of us.

15 Q Where was this meeting?

16 A The meeting was held in a restaurant.

17 Q What happened?

18 A We discussed the previous meeting and Danny was  
19 hurt because I had blown my stack which he had a right to  
20 be -- I really let him have it and we went over the pro-  
21 posed 18 month contract and I proposed that a new wage  
22 package which included 5 per cent at signing, 4 per cent  
23 six months from signing and 4 per cent one year from  
24 signing.

25 The Union welfare six months from signing and the

1 pension 15 months from signing.  
2

3 The vacation, three days in 1974, time or money  
4 because we were already in July, and I felt it was no  
5 purpose in getting more vacation at that point.

6 Reduction of hours, 38-3/4 hours for five days  
7 and 39 hours for a four-day week at signing.

8 10 holidays as agreed to in January, 1973, over-  
9 time as per contract and jury duty one week for the  
10 life of the contract.

11 At this meeting in the restaurant Danny again  
12 reiterated the fact that he can't reach our numbers.

13 We were too high.

14 I kept telling him what numbers can you reach?  
15 You won't show me the books, you won't show me anything.

16 I don't know what numbers you want to go with,  
17 and he said "I want to stay around the 10 per cent area  
18 that we had offered you."

19 I made one proposal of 7-1/2 per cent at signing  
20 with the welfare and the pension to come in later on,  
21 and he didn't want to go for that.

22 Then we started to discuss within the realm and  
23 I sat down with Danny and I proposed the following:

24 Now, I took into consideration the fact that the  
25 people were on strike and I wanted them off the street,  
and that if I couldn't get any more I would just have

1 to accept whatever I could get.

2 Now, I made the offer to Danny Cooper of 4 per  
3 cent at signing, wage increase, 2 per cent six months,  
4 2 per cent one year, plus the Union welfare six months  
5 from signing, the Union pension plan 15 months from  
6 signing.

7 The vacation in '74 with two additional days time  
8 and/or money with the employees' option.

9 The hours, one-half hour shorter day on Friday.  
10 A discontinuance of coffee break.

11 Coffee would be allowed at work but not an extra  
12 break in the afternoon.

13 Jury duty four days the life of the contract.

14 Sick days, four days per year guaranteed for the  
15 length of the contract.

16 Overtime based on a five-day week, 39-1/2 hours.

17 Saturday premium overtime as the Saturday over-  
18 time is called for in our contract and all other overtime  
19 at 1-1/2 per cent.

20 I further proposed and gave Danny a copy of -- what  
21 the heck do they call that clause?

22 Q Agency shop?

23 A Agency shop clause and I gave it to him in writing.

24 Q What was Mr. Cooper's response to this new pro-  
25 posal that you had made?

1 A He said I was now talking in his ballpark.  
2  
3 He would take it home and think it over and I  
4 think his son was getting married that weekend and after  
5 the weekend he would get in touch with me after all the  
6 hullabaloo was done, and I wished him luck on his son's  
7 wedding, and so on.

8 Q When was the next contact you had with Mr. Cooper?

9 A The next contact I had was on the 26th.

10 Well, I had spoken to Mr. Cooper in between on  
11 the telephone.

12 Q Tell us about those conversations?

13 A The conversations were I felt that we should get  
14 the people off the street as quickly as possible.

15 I wanted to get the strike settled.

16 I wanted to get a contract and I discussed it with  
17 Mr. Cooper.

18 Q What did Mr. Cooper say?

19 A He said he wanted the people off the street also  
20 and that he said that being the fact that we have 18  
21 in and you have only six out, I'm not going to give you  
22 the Union security.

23 So he says why don't we continue to negotiate on  
24 all these points, maybe we could reach an agreement and  
25 get the people off the street.

So I agreed to come down to the firm on the 26th

1 to discuss conditions of bringing the people into the  
2 plant, back into the plant.

3 I went down to the plant that morning, I met with  
4 the people on the picket line.

5 I told them what I had intended to do.

6 I then took John Gregory and went into the office.

7 Just as we had gotten the niceties over, the hellos  
8 and everything, Danny had called in Jack Cooper into the  
9 office, I got called out of the office by the people in  
10 the picket line, and the people in the picket line had  
11 stated to me that if we don't get a Union contract we don't  
12 want to go back in.

13 I went back in, I took John Gregory and we left.

14 I said the people don't want it and I left.

15 Q The employees told you if you don't get what?

16 A A Union contract with Union security.

17 Q Continue.

18 A I went out and I talked to the employees and the  
19 employees told me that they felt that this Company was  
20 not giving them a fair shake, was not bargaining properly  
21 with them, and that why should they give in to the Company  
22 at this point and go under his conditions when they had  
23 fought so hard for their own conditions?

24 There was a unanimous vote to stay out at that  
25 point and that is where they were.

1                   The next meeting that I had -- oh, just have  
2                   patience, one second.

3                   JUDGE ROSENBERG: Suppose we recess for a couple  
4                   of minutes.

5                   (A short recess was taken.)

6                   JUDGE ROSENBERG: On the record.

7                   Q         (By Mr. Fish) Prior to that, Mr. Seide, I would  
8                   like you to address yourself to the conversation that  
9                   you had with Mr. Cooper on the telephone after your July 5th  
10                  meeting.

11                  Was there anything else to that conversation that  
12                  you haven't told us?

13                  A         Yes.

14                  Q         Please tell us what it was?

15                  A         When I was talking to Danny on the telephone he  
16                  had said that during all the turmoil of this kid's wedding  
17                  and everything else, that he finally went over everything  
18                  after everything had quieted down at home, and he said  
19                  that I was reducing the salary of the employees, reducing  
20                  the package and I pointed out to him that the package  
21                  that I had came out to about 18 per cent with the welfare  
22                  and the pension whereas his package alone was only 10  
23                  per cent, and I didn't even figure in on the other things  
24                  that I had mentioned in the package such as jury duty,  
25                  shorter half hour or anything, so I felt this package,

1 THE WITNESS: I was told that there were five  
2 people went somewhere.

3 I found out where they had gone.

4 JUDGE ROSENBERG: You were told by whom?

5 THE WITNESS: By the pickets that they had seen  
6 five people from the plant at 10:00 o'clock in the morning  
7 all dressed up, leaving together and came back at 3:00  
8 o'clock in the afternoon all dressed up.

9 JUDGE ROSENBERG: Isn't that hearsay, Mr. Fish?

10 MR. FISH: Yes, sir.

11 JUDGE ROSENBERG: Do you have any independent  
12 evidence that a decertification was filed?

13 MR. FISH: It was filed, your Honor.

14 MR. HUSBAND: I have no objection to that.

15 JUDGE ROSENBERG: I will sustain the objection  
16 from the standpoint of hearsay, on the basis, rather, of  
17 hearsay.

18 THE WITNESS: And that meeting ended up, that is  
19 the way that meeting ended up.

20 The following meeting was on the 10th of October,  
21 1973.

22 It was in Mr. Bottone's office and present were  
23 Mr. Husband, Mr. Cooper and myself and Mr. Bottone.

24 At that time I was informed by Mr. Husband that  
25 the offer made on 10/3 was a final offer.

1 I had not been told that on 10/3.

2 I was told that on 10/10, and his form of main-  
3 tenance of membership which was not a full but was a  
4 modified maintenance membership was the offer made to us.

5 Q Which offer?

6 A I'm not clear on it, Mr. Fish, on what, because  
7 I was very angry.

8 That is the meeting I berated the Company for bad  
9 faith bargaining in front of the Federal Mediator for the  
10 decertification effort.

11 Q You say the Company did agree to some form of  
12 maintenance of membership?

13 A Some form, yes.

14 Q You don't remember what it was?

15 A No, sir, honestly.

16 I'm a little puzzled in my mind because every time  
17 mentioning maintenance and membership Mr. Husband would  
18 say modified maintenance membership.

19 I know mine was modified, I don't know how his was  
20 modified.

21 Q But they did not agree with it as you had modified  
22 it?

23 A Right, they didn't agree.

24 Q Go ahead, continue on.

25 You said something about a final offer.

1 A They said that that offer that they had made me  
2 on the 3rd was the final offer, there would be no other  
3 offers.

4 Q What else did they say?

5 A I again reiterated to them that if this was all  
6 that the Company could give, if they would let me look  
7 I could accept it, but they wouldn't let me look at their  
8 books, and that is the way it ran and that is the last  
9 meeting I had with the Company.

10 Q Did they say anything about a raise?

11 A Well, they said the offer on 10/3 of 5 per cent  
12 and 2-1/2 was the final offer.

13 Q Did they indicate anything at the meeting about  
14 giving a raise to any employees?

15 A Mr. Husband informed us at the end of the meeting  
16 that he was going to recommend to his client an immediate  
17 raise to all the people retroactive to August the 1st.

18 Q What did you respond to that?

19 A I objected.

20 I said there was no reason to go back to August  
21 the 1st or give any kind of raise, we still had negotiating  
22 to do.

23 Q Have there been any further meetings since that  
24 time?

25 A No.

1           I sent a letter to the Company.

2       Q     We have the last two letters in evidence I believe;  
3           is that correct?

4       A     Yes, and I received an answer this morning.

5       Q     General Counsel's Exhibit 13 or rather, General  
6           Counsel's Exhibit 12 was your letter and General Counsel's  
7           Exhibit 13 is Mr. Husband's response to you?

8       A     Right.

9       Q     That was the last contact you had with the Company  
10           with respect to bargaining?

11      A     Yes.

12      JUDGE ROSENBERG: Really just four days ago?

13            L    MR. FISH: Yes.

14            No further questions.

15      JUDGE ROSENBERG: Off the record.

16            (Discussion off the record.)

17      JUDGE ROSENBERG: On the record.

18            Do you have any cross-examination, Mr. Husband?

19            MR. HUSBAND: Yes, I do, sir.

20            L    CROSS-EXAMINATION

21      Q     (By Mr. Husband) Mr. Seide, did you make a state-  
22           ment to an Agent of the NLRB in connection with this  
23           proceeding covering the material on which you testified  
24           now?

25      A     Yes, sir.

5

1 Q And welfare and pension at the beginning?

2 A Welfare at the beginning.

3 I'm not sure whether the pension was asked for at the  
4 beginning or at a later date.

5 Q But did you ever cost out the percentage increase of  
6 that contract?

7 A I don't follow you, Mr. Husband.

8 Q In other words, the percentage, the labor cost increase  
9 in percentages of the union's demands?

10 A No.

11 Q No?

12 A No.

13 Q Did you ever cost out any of them?

14 A No.

15 Q So, it was up to Mr. Cooper to decide what he thought  
16 was too expensive, and then --

17 A Yes.

18 Q And Mr. Cooper told you that your demands were too  
19 expensive, didn't he?

20 A He didn't say they were too expensive.

21 He said we couldn't reach the numbers.

22 Q Didn't he say he had to keep things in proper balance?

23 A Yes. That's the term he used constantly.

24 Q Isn't that the term he used constantly, proper balance?

25 A One of the terms.

6

1 Q You just said that was the term he used constantly.

2 A I said it was the term he used constantly, and it was  
3 used throughout the negotiations.

4 Q Didn't you say what's this proper balance, to him, on  
5 a number of occasions?

6 A Yes.

7 Q What did he tell you proper balance was?

8 A He never explained it.

9 Q Didn't he as a matter of fact, tell you proper balance  
10 was the relationship between income to the firm and outgo for  
11 overhead?

12 A No, sir.

13 Q Salaries?

14 A No, sir.

15 Q As a matter of fact, he never told you, did he, that --

16 Can I have those statements, please?

17 Matter of fact, he never told you that he couldn't afford  
18 more, did he?

19 A He never used the term afford.

20 He said he couldn't reach our numbers.

21 Q And he never said that business was bad, did he?

22 A No, sir.

23 Q He said proper balance? Frequently?

24 A Correct.

25 Q As a matter of fact, the term reach our numbers was

8

1 A Right.

2 Q He said that you could sell with him, if you wanted to?

3 A What's that?

4 Q That you could sell with him?

5 A Yes.

6 Q After the -- Did you discuss the letter of, when was it,  
7 January 21st or so, or 18th, with him?

8 A Briefly.

9 Q That's the letter where he said --

10 As a matter of fact, didn't he say that -- didn't he  
11 reiterate what had been said in the letter?

12 That the brothers were a little concerned at what he  
13 had done?

14 A Yes.

15 Q And didn't he say at that time that after you steele  
16 the economics, then he might give you union security?

17 A No, sir. He didn't use the term might.

18 He said he would give us union security.

19 Q You're telling me that he didn't say that he couldn't  
20 agree to it now, but if we reach agreement on financial items,  
21 he might agree to it?

22 A He would agree to it.

23 MR. HUSBAND: Is the procedure to follow, Judge,  
24 read it to him or just give it to him and ask him to read it?

25 JUDGE ROSENBERG: Show it to him and ask him if

9           this is the Affidavit he gave to the Board.

10          Q       Is this the Affidavit you gave to the Board, Mr. Weide?

11          A       Yes.

12          JUDGE ROSENBERG: Would you read the pertinent  
13                   part?

14          Q       (By Mr. Husband) I read from that Affidavit.

15          "On union security, he said he couldn't agree to it now,  
16                   but if we reached agreement on financial items, he might agree  
17                   to it." Period.

18          "He said he felt that union security was too big an item  
19                   to give away at this point in negotiations."

20          Is that the statement you made?

21          A       That's the statement I made at the time, yes.

22          Q       You swore to that statement?

23          A       Yes, sir.

24          Q       So, in fact, Mr. Cooper did say that if we reached  
25                   agreement on financial items, he might agree to it?

26          A       No, he did not.

27          I was in error in the statement.

28          Q       That statement is dated June 5th, 1973?

29          A       That's right.

30          Q       That was approximately three or four months after the  
31                   incident with Mr. Cooper, and union security occurred, wasn't  
32                   it?

33          A       Yes.

75

1 Q And during the time that the company was making this  
2 movement from 2, 2-1/2 to 3, to 3-1/2, Mr. Cooper was saying  
3 that your offers were not in proper balance, correct?

4 A He was saying he couldn't reach our numbers, that it  
5 wasn't in proper balance with whatever he -- He never explained  
6 to me the proper balance.

7 Q But he was coming closer to your numbers all the time,  
8 wasn't he?

9 A Yes.

10 After nine months, yes.

11 Q Just a minute.

12 I said as of April -- as of March 8th he was at 2% and  
13 2%?

14 A Right.

15 Q By April 23rd he was at 3-1/2 and 3-1/2, correct?

16 A Right.

17 Q That's a month and a half, isn't it?

18 A I imagine so.

19 Q Your offer was still in the area of, that time, of  
20 about 20% for an eighteen month contract in wages alone,  
21 correct?

22 A Yes. About 20%.

23 ROSENBERG: Did he ever explain to you what  
24 he meant by he can't reach your numbers?

25 THE WITNESS: No, sir.

81      1 A      The bargaining obligation is still there.  
2 Q      It's been going on since March?  
3 A      March.  
4 Q      Okay.

5            Do you recall talking to Mr. Cooper about the vacation  
6 pay that was given to strikers this year?

7 A      Yes.

8 Q      Didn't you tell him that they were upset that they,  
9 because they were under paid two days of vacation?

10 A      They felt they were shortchanged, yes.

11 Q      That they should have gotten ten days?

12 A      Well, some felt they should have gotten ten days, and  
13 nine would have been really in proportion to the time that  
14 they worked.

15            MR. HUSBAND: Nothing further.

16            JUDGE ROSENBERG: Do you have anything, Mr. Fish?

17            MR. FISH: Just a very few, Your Honor.

18            REDIRECT EXAMINATION

19 Q      (By Mr. Fish) Mr. Seide, in the industry that you  
20 service, the various contracts that you have, are there any  
21 contracts with any employers without either a union security  
22 or an agency shop clause?

23 A      No, sir.

24 Q      Now, Mr. Seide, one more question.

25            Why did you propose these various new items in the

82

1 September 11th meeting?

2 A Well, I felt that if we weren't going to get union  
3 security from the company, that I would have to tie up all  
4 ~~loose ends and made sure I had an airtight contract.~~

5 We normally don't go into detail, except for the hiring  
6 of new people. We allow our blue book to rule, which has  
7 worked very well for us.

8 But, with a company that I felt that I would never get  
9 a union security, I had to make sure that all ends were tied  
10 up, and that's why I presented it.

11 I would have presented it normally.

12 Q I'm sorry?

13 A I would not have presented it normally.

14 Q You would not have presented it?

15 A No.

16 MR. FISH: No further questions.

17 JUDGE ROSENBERG: All right. You can step down.

18 (Whereupon, this witness was excused.)

19 JUDGE ROSENBERG: Off the record.

20 (Discussion off the record.)

21 JUDGE ROSENBERG: On the record.

22 We'll recess for lunch until 1:30.

23 (Whereupon, the hearing was adjourned at 12:40  
24 p. m. o'clock.)

25

1 JUDGE ROSENBERG: On the record.

2 MR. FISH: Your Honor, in an off the record  
3 discussion, the parties have entered into the following  
4 stipulation.

5 That Respondent on October 12th, 1973, granted a  
6 wage increase of 5% to all employees, who were working at the  
7 time, retroactive to August 1st, 1973.

8 JUDGE ROSENBERG: Is that stipulation acceptable  
9 to you, Mr. Husband?

10 MR. HUSBAND: We so stipulate.

11 MR. FISH: I now call Al Jannone to the stand.  
12 Whereupon,

13 ALEXANDER JANNONE

14 called as a witness, was duly sworn and testified as follows:

15 JUDGE ROSENBERG: Be seated and give your full  
16 name and address.

17 THE WITNESS: Alexander Jannone, J-A-N-N-O-N-E.  
18 29 Florida Avenue, Commack, Long Island, New York.

19 DIRECT EXAMINATION

20 Q (By Mr. Fish) Are you employed by Milbin?

21 A Yes.

22 Q For how long?

23 A Seven years.

24 Q In what capacity?

25 A Offset foreman.

84

1 Q You were the foreman during the entire period of your  
2 employment, or was there a time --

3 A No. Approximately the last three to four years.

4 Q Okay.

5 JUDGE ROSENBERG: This witness is someone different,  
6 I assume, from Albert Jannone?

7 MR. FISH: No, that's the same.

8 THE WITNESS: Alexander is my name.

9 JUDGE ROSENBERG: In Paragraph 17-A, is this the  
10 same --

11 MR. FISH: The same.

12 JUDGE ROSENBERG: Are you also known as Albert?

13 THE WITNESS: No.

14 MR. FISH: That's a mistake.

15 JUDGE ROSENBERG: Let's get the right guy.

16 There's a back pay issue here.

17 MR. FISH: Yes.

18 This is the same --

19 JUDGE ROSENBERG: Why don't you move to amend?

20 MR. FISH: I move to amend the Complaint,  
21 Paragraph 17-A, to amend the word Albert for Alexander.

22 MR. HUSBAND: You're going to substitute Alexander?

23 MR. FISH: Yes.

24 JUDGE ROSENBERG: Any objection?

25 MR. HUSBAND: No objection.

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1 Affidavits?

2

3 MR. HUSBAND: I will.

4

5 JUDGE ROSENBERG: Do you have any Mr. Fish?

6

7 MR. FISH: Yes.

8

9 JUDGE ROSENBERG: We'll rest for five minutes  
10 while Mr. Husband reads it.

11

12 MR. HUSBAND: Reads them, sir.

13

14 I point out that they're not all Mr. Fish's  
15 writing, but they're long.

16

17 (Whereupon, there was a short recess taken in the  
18 hearing.

19

20

21

22

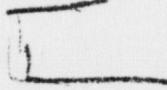
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24

25

16 JUDGE ROSENBERG: On the record.

17

18 Mr. Husband.  


## 19 CROSS EXAMINATION

20

21

22

23

24

25

Q (By Mr. Husband) Mr. Jannone, I had you General  
Counsel's Exhibit 3, which is a copy of the Milbin employees  
manual. I refer you to the page therein which deals with  
vacation. Page 17 thereof, dealing with paid vacations.

Would you read the first paragraph thereof, please?

A

"Company benefits, paid vacations. Employees with less  
than one year of service as of June 1st, will receive one day

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1 A Repeat that.

2 Q After the bargaining meeting on May 15th, you had a  
3 ~~meeting with Mr. Seide, about the -- about the possibilities~~  
4 of a strike, didn't you?

5 A No.

6 MR. FISH: Objection.

7 Beyond the scope of direct examination.

8 JUDGE ROSENBERG: Overruled.

9 A No.

10 Q You didn't have a discussion with Mr. Seide, and the  
11 other members of the lay committee, about whether there should  
12 be a strike or not?13 A There could have been a strike at anyone of those meet-  
14 ings, the way the meetings were going on.15 Q Did you have a discussion with Mr. Seide, on the even-  
16 ing of May 15th, which was the day before the strike, of that  
17 with Seide, and the other members of the negotiating committee,  
18 just them and you?

19 A That there could be a possibility of a strike?

20 Q Yes, and you voted on a strike, didn't you?

21 A No, I didn't vote on a strike.

22 Q Didn't you discuss it?

23 A I discussed it, but I didn't vote on it.

24 We came into work the next morning, and there was a  
25 union delegate there.

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1 Q Didn't Mr. Seide distribute signs to you, picket signs  
2 to you?  
3

4 A That day.  
5

6 Q That night, didn't he?  
7

8 A No.  
9

10 Q Didn't he go into New York and come back and see you that  
11 night?  
12

13 A Wait a minute now.  
14

15 He went into New York, and he called me, told me that  
16 there was going to be a strike.  
17

18 Q This was after you had voted, your group had voted for  
19 a strike, wasn't it?  
20

21 A I didn't vote for a strike, no.  
22

23 Q You voted against the strike?  
24

25 A I just respected his judgment.  
26

27 Q You voted against the strike?  
28

29 A I didn't vote.  
30

31 If there were going to be a picket line, the next  
32 morning, I would respect the strike.  
33

34 Q Didn't Mr. Seide ask your committee to have a vote on  
35 whether there would be a strike or not?  
36

37 A No. There was no -- I didn't have any vote.  
38

39 Q Did he have the rest of the people vote?  
40

41 A No.  
42

43 He didn't have a chance to.  
44

128

1 Q Why?

2 A The rest of what people?

3 Do you want to make yourself clear?

4 Q Who was in the negotiating committee, Mr. Jannone?

5 A I --

6 Q Who was in the negotiating committee?

7 A John Gregory, myself, and Burt Green.

8 Q Didn't you have a meeting with Mr. Seide, after the  
9 bargaining meeting, at which Mr. Ben Cooper and Julie Cooper  
10 were present?

11 A Yes.

12 Q How long a meeting did you have?

13 A A few minutes.

14 Q How many minutes?

15 A Four or five minutes.

16 Q Just four or five minutes?

17 A About.

18 Q Was it that time that you decided that the -- that the  
19 group decided to have a strike, wasn't it?

20 A We didn't decide.

21 He decided, and we, if he wanted to have the strike, if  
22 he thought that was the best thing to do, we would go along  
23 with it.

24 Q Mr. Seide suggested the strike?

25 A Yes.

129           1 Well, didn't Mr. Green make some comments about the strike?

2           A I think he was in favor of the strike.

3           Q Didn't Mr. Green say there were a lot of jobs on the  
4 floor?

5           A Yes.

6           Q And that a strike would paralyze the company?

7           A That I don't remember.

8           Q Wasn't it agreed by the group that a strike would be  
9 likely to be very effective at that time?

10          A Yes.

11          Q You thought that you could get the company to agree to  
12 your terms very quickly, didn't you?

13          A Yes.

14          Q And you were very surprised that it didn't turn out that  
15 way, weren't you?

16          A Surprised at what?

17          Q That the company didn't agree to your terms quickly?

18          A Yes.

19          Q You were disappointed, too, weren't you?

20          A Well, I knew that the company was more or less stratig-  
21 cally bringing other people into the plant, and I had a good  
22 feeling that there would be a small amount out on the picket  
23 line. But I believed that our backs were up against the wall.

24            Mr. Cooper kept saying look, if you want to do it,  
25 do what you want to do; if you want to knock me out of business,

130

1 go ahead.

2 He was actually trying to instigate us to strike at  
3 that meeting, and a couple of other meetings, where the members  
4 were attending.

5 Q Anyway, you had a meeting, and after that bargaining  
6 meeting, Mr. Green made his comments about the work on the  
7 floor, and did you make any comments about the situation of  
8 the Coopers and Milbin Company?

9 A Not that I remember, no.

10 Q Mr. Seide told you that he thought there should be a  
11 strike?

12 A Pardon?

13 Q Mr. Seide said he ~~said~~ there should be a strike?

14 A Yes.

15 Q You agreed?

16 A I said that if -- if our backs are up against the wall,  
17 and that's all we can do, we'll have to do it.

18 Q How long was that meeting with Mr. Seide?

19 A I didn't like to strike. I didn't like to be out of  
20 work.

21 Q You're not out of work now?

22 A No.

23 Q When you say twenty-four weeks of --

24 A Of picketing.

25 I have been picketing for twenty-four weeks, yes.

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1 Q You have been employed for how long now?  
2 A A couple of months.  
3 Q Full time employment, isn't it?  
4 A Yes.  
5 Q So have the other picketers have full time employment,  
6 too, don't they?  
7 A That I don't know.  
8 Q So, how long was that meeting with Mr. Seide, the  
9 evening of the 15th?  
10 A I can't remember. It was five minutes or so. Maybe --  
11 Five minutes or so.  
12 Q When you left that meeting, you knew there would be a  
13 strike the next day, didn't you?  
14 A I was pretty sure, yes.  
15 There was going to be a strike soon. Maybe the next  
16 morning or a day or so after that.  
17 Q Didn't Mr. Seide tell you he was going into New York to  
18 get picket signs?  
19 A Yes.  
20 Q Didn't he bring them back that night?  
21 A That I don't know.  
22 Q Didn't he see you later that evening?  
23 A No.  
24 Q Okay.

25 JUDGE ROSENBERG: Why did you go on strike?

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1           THE WITNESS: Why did I go on strike?

2           JUDGE ROSENBERG: Yes.

3           You and the other men.

4           THE WITNESS: Well, we felt that our backs were up  
5 against the wall.

6           JUDGE ROSENBERG: What do you mean by that?

7           THE WITNESS: That the company was forcing the  
8 strike, that the Coopers just said look, if you got to put  
9 us -- if you're going to go out, go out. If you're going to  
10 do it, do it now. I couldn't meet your numbers, and you might  
11 as well go out on strike.

12           Well, he never -- Retract that.

13           He never said go out on strike. He said if you  
14 got to do what you got to do, do it.

15           Q        (By Mr. Husband) That was in response to comments from  
16 a union representative, wasn't it, that they may have to take  
17 direct action?

18           A        Pardon?

19           Q        Didn't the union representatives at that, and other  
20 meetings --

21           A        You're going to have to talk slower, please.

22           Q        Didn't the union representative at that and other meet-  
23 ings you attended, indicate that --

24           A        Wait a minute now, hold it.

25           Q        Indicate to company representatives, that the union

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1 might have to take direct action? I. E., a strike?

2 A Please go slower, okay?

3 Q I'll repeat.

4 Didn't the union representatives at various bargaining  
5 meetings that you attended, indicate that there was a real  
6 possibility of a strike?

7 A Yes.

8 Q They had indicated that on a number of occasions, hadn't  
9 they, prior to the meeting on May 15th?

10 A Yes.

11 Q And so it was nothing new when they did it on May 15th,  
12 was it?

13 A It was nothing new that they did it on May 15th?

14 No, I guess not.

15 Q Mr. Cooper was responding to the union's threat of a  
16 strike, wasn't he?

17 A I don't --

18 In what manner?

19 Q When he said you do what you have to do.

20 A Yes.

21 Q He wasn't prompting you to strike, was he?

22 A Well, more or less, I would say yes.

23 I think, Your Honor, that it was at a point that we all  
24 wanted to get it over with.

25 I believe the Coopers were very tense, and I was very

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1           tense --

2           JUDGE ROSENBERG: Get wha over with?

3           THE WITNESS: The negotiations.

4           There was just -- They were stalemated. They  
5           weren't getting anywhere with negotiations.

6           JUDGE ROSENBERG: Let me ask you this.

7           At any meeting before the day of the strike, did  
8           the employees --

9           THE WITNESS: May I --

10          JUDGE ROSENBERG: Listen to my question.

11          At any meeting before the day of the strike, did  
12          employees vote to strike because the company refused to show  
13          the union its books? The accounts?14          THE WITNESS: The company did refuse to show its  
15          books.

16          JUDGE ROSENBERG: You're not listening.

17          At any meeting prior to the movement of the strike,  
18          did the employees have any meeting at which they voted to  
19          strike because the company had refused to turn over its account  
20          books?

21          THE WITNESS: No.

22          JUDGE ROSENBERG: Was that a reason why the strike  
23          began?

24          THE WITNESS: No. I don't -- I would say no.

25          I would say that might have been part of it, my

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1 personal feelings, but I wouldn't say any official reason.

2 JUDGE ROSENBERG: You say there was never any  
3 employee vote to strike because of that?

4 THE WITNESS: Right.

5 Can I retract something?

6 JUDGE ROSENBERG: Yes.

7 THE WITNESS: On the night of the strike, I did go  
8 into, this is the truth, I did go into New York and pick up  
9 picket signs and I did see Julie Seide that night.

10 I didn't get any picket signs, but I just took the  
11 ride with him, into the -- into New York.

12 He went upstairs, brought down picket signs and  
13 put them in his trunk. It was just for the ride.

14 Q Mr. --

15 A But I didn't know if there was going to be a strike the  
16 next morning or any day after that.

17 He wanted to go into New York. He did do a couple of  
18 other things up there, which I didn't know what it was about,  
19 because I was in another room.

20 Q What has refreshed your recollection about what happened  
21 that evening?

22 A Nothing. It's just that -- Nothing. I just -- That was  
23 what I did. That is the truth.

24 Q It wasn't the truth earlier, when you said you didn't  
25 go to New York, was it?

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1 Q

Now --

2 JUDGE ROSENBERG: Let me interrupt you before you  
3 go into that.

4 Let me ask you this.

5 At any time prior to the moment of the strike, did  
6 you and the other strikers, ever vote to go on strike, because  
7 either Jack Cooper or Julius Cooper, warned that they would  
8 never sign a collective bargaining agreement with the union?

9 THE WITNESS: Well, we didn't go on strike because  
10 of that. But we know that was said.

11 JUDGE ROSENBERG: I asked you, is that why you  
12 went on strike?

13 THE WITNESS: I would say -- I would say no.

14 I would say the whole situation was just stalemated.  
15 That's the reason we went on strike. There was too much ten-  
16 sion on both sides.

17 JUDGE ROSENBERG: Let me ask you this.

18 At any time after the strike began, did you and the  
19 rest of the strikers determine to continue the strike for the  
20 reason that the company failed to give Alexander Jannone,  
21 Gregory, Pallazola, King and Marando, the proper amount of  
22 vacation pay due to them?

23 THE WITNESS: No. We didn't continue to strike  
24 because of that.

25 If we didn't get vacation money, we weren't going

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1 to continue the strike.

2 It was part of the thing, but it was secondary.

3 JUDGE ROSENBERG: At any time after the strike  
4 began, did you and the rest of the strikers, vote to continue  
5 the strike because the company failed to grant Thomas Kearns'  
6 vacation pay?

7 THE WITNESS: No. We -- I wouldn't strike because  
8 of that.

9 Because at that particular time, we weren't really  
10 100% sure of the reasons why, that we weren't getting the  
11 vacation pay.

12 Even when I went into the office to talk to Danny  
13 Cooper, I wasn't completely sure. I was going in to question  
14 it, partly. Unfortunately it did wind up in a little bit of  
15 a hassle and we did have a few choice words. I wouldn't say  
16 it was because of vacation pay.

17 JUDGE ROSENBERG: Do you really know why you went  
18 on strike?

19 THE WITNESS: We went on strike because the men,  
20 in the plant, -- Well, first of all, let me rehash something,  
21 okay?

22 JUDGE ROSENBERG: Go ahead.

23 THE WITNESS: It was very hard to get in contact  
24 with the men the night before. We had previously known that  
25 there were approximately eight to ten -- originally, fourteen

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1 or fifteen people that voted for the union. And out of that,  
2 from the time we voted until the time of, there was going to  
3 be a strike, we knew we had lost people, and it was hard --  
4 it was -- we figured that we wouldn't have that overwhelming  
5 amount to go on strike, because strategically, the company was  
6 setting up new employees, and more or less the pro union men  
7 were being, I won't say squeezed out, but being laid off,  
8 because it has to be determined whether they were squeezed out  
9 or nothing. But they were being laid off.

10 As time went on, we were getting indications that  
11 other union men, other pro union men were going to get the  
12 same things. We were at a point there where we felt we were  
13 losing our security.

14 JUDGE ROSENBERG: This all occurred before the  
15 strike, you mean?

16 THE WITNESS: Yes.

17 JUDGE ROSENBERG: You thought that --

18 THE WITNESS: I'll tell you, Your Honor, to be  
19 honest, I think even some of the men that crossed the picket  
20 line, who I know voted for the union, well, I shouldn't say  
21 I know, they told us they voted for the union, they went in  
22 there because of economic reasons. They couldn't afford to  
23 strike. They didn't have the money to strike.

24 JUDGE ROSENBERG: I asked you before what was the  
25 reason why you did strike.

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1           Was it because of people being laid off?

2           THE WITNESS: Partly because of insecurity. We  
3           felt a point of insecurity. Some of the men both insecurity  
4           and lack of money. And I think those reasons combined.

5           Some were both, some were just insecurity.

6           JUDGE ROSENBERG: Was another reason because the  
7           company and the union hadn't been able to get together on a  
8           contract?

9           THE WITNESS: That -- Part of that, too. Part of  
10          that, too.

11          If they weren't going to get together on a con-  
12          tract, eventually, as the testimony indicated, and maybe --

13          Q        (By Mr. Husband) You stated that pro union employees  
14          were being laid off.

15          A        We felt they were pro union employees.

16          Q        Now, this is in May that you went on strike, correct?

17          A        Yes.

18          Q        There hadn't been any layoffs at Milbin since December  
19          or January, had there?

20          A        No.

21          Q        There weren't, were there?

22          A        No.

23          Q        So, pro union employees weren't being laid off, were  
24          they?

25          A        They weren't, no.

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1 Q What?

2 A They weren't. Were not.

3 Q Right.

4 So your statement was a little inaccurate, wasn't it?

5 A What was?

6 Q You said in May, you said, pro union employees were  
7 being laid off, and that was one of the concerns that prompted  
8 the movement toward a strike.9 A Were trying to be laid off. Some were laid off, and  
10 there were indications that others were going to be laid off.11 Q You were asked a question about conversation with Julie  
12 Cooper, having any influence on your decision about the strike.

13 Do you recall that question?

14 A My decision about the strike?

15 Q Yes.

16 A Julie Cooper didn't make any decision whether I was  
17 going to strike or not.18 Q You were asked a question by the Judge about whether  
19 any conversations with Julie Cooper had any influence on you,  
20 as to your decision about going on strike.21 A No, I never had any conversations with Julie Cooper  
22 about going on strike.

23 Q You didn't.

24 You didn't have any conversation with Julie Cooper until

25

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1 after the strike, did you?

2 A Yes.

3 Q At the time -- You had earlier testified that the  
4 negotiations were at a stalemate, is that correct?

5 A Yes.

6 Q Now, when did you enter into negotiations?

7 A I don't know the exact date, but it was approximately  
8 five, -- I was at approximately four or five meetings.

9 Q You were at four or five meetings?

10 A I don't know exactly.

11 Q At the beginning of the time you were there, or some-  
12 time during the period you were there, the company offer was  
13 2% and 2%, wasn't it?

14 A I think so.

15 Q By April it had moved up to 3-1/2% and 3-1/2%, hadn't  
16 it?

17 A Yes.

18 Q So that was movement, wasn't it?

19 A To me it wasn't.

20 Q It wasn't sufficient movement, is that it?

21 A To me it wasn't even movement.

22 Not when the union came down, they were up -- 20% or  
23 25%. They were way higher.

24 I don't know the exact figures.

25 Q The union's original figures were quite high, weren't

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1 they?

2 A At the beginning. They might have been, yes.

3 Q What were the union's figures as you recall them, as  
4 of the time you went on strike?

5 The union's proposal?

6 A I think 3-1/2%.

7 Q You say you think the union proposal was 3-1/2%?

8 A No, not the union, the company.

9 Q The company's was 3-1/2%, 3-1/2%, after --

10 A I'm almost sure it held at that time.

11 Q What was --

12 A For a few weeks.

13 Q What was the union's?

14 A I don't remember the exact figures, but there was five --

15 I think six, six and seven, or six, seven and seven, over an

16 eighteen month period.

17 Q I --

18 A It was in the six or seven.

19 There was a lot of legal talk about pension funds going  
20 back and forth.21 Q The union offer was about 20%, wasn't it, for an eighteen-  
22 teen month contract, 20% increase in wages?23 A Six, six and seven. About that, yes. I would say  
24 something like that.

25 Q You knew it was at about 20%.

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1           Did you then have a conversation with Julie Cooper,  
2 shortly after the strike ensued?

3         A      About a month after the strike.

4         Q      You say now you think it was a month after the strike?

5         A      I don't know the exact -- It was in June or July.

6           You know, I was out there six months; I don't know the  
7 exact month. It was around June or July.

8         Q      Didn't you tell Mr. Cooper that the union was only  
9 asking about 7%?

10        A      Yes.

11           The initial was -- The first part of the eighteen months  
12 was six or 7%.

13        Q      You told him that was so low, that you thought he could  
14 afford it?

15        A      Yes, I did.

16        Q      And Mr. Julie Cooper said that while the company might  
17 afford it now, the printer's league booklet was too expensive  
18 for the company to afford?

19        A      I --

20        Q      The printer's league wage standards were too expensive?

21        A      The basic scale.

22        Q      Didn't Mr. Cooper say that?

23        A      Yes.

24        Q      And then didn't he say that the company had no choice  
25 but to establish itself in a strong bargaining position, at

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1           the beginning?

2       A      To establish itself in a strong --

3       Q      That --

4       A      Elaborate on that, please.

5       Q      The company had no choice but to take the strike?

6       A      Yes.

7       Q      Didn't he say that, the company had no choice but to  
8           take the strike, in light of the wage scales in the standard  
9           contract?

10      A      Not to take the strike, to fight the strike.

11      Q      That's what I mean, the company had no choice to fight  
12           the strike in light of the printer's league wage schedules?

13      A      Right. Yes.

14      Q      Yes, that's what he said?

15      A      He was looking into the future.

16      Q      Yes.

17           Now, regarding Merlino, prior to his layoff, he worked  
18           there for two years or so, right?

19      A      I think so.

20      Q      You and he both worked on the same type, 29" press,  
21           correct?

22      A      I worked on other machines, too.

23           Yes, I knew his machine, okay.

24      Q      And hadn't the Coopers frequently come up to you during  
25           that two year period and said let's get rid of Merlino, he's

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1 Q Yes.

2 A Well, during the course of the negotiations there was  
3 talk about wage increases.

4 Q No, in that telephone conversation with Mr. Seide.

5 A There might have been. I don't remember.

6 Q --

7 A I'm not sure. I think so.

8 Q Now, when you were put on running the 29" press, you  
9 didn't receive any cut in pay, did you?

10 A No.

11 Q All during the time you remained working, you were  
12 still getting \$290.00 a week, correct?

13 A Correct.

14 Q That's somewhat above scale, isn't it?

15 A Yes. I think -- Yes, I think it is.

16 MR. HUSBAND: No further questions.

17 JUDGE ROSENBERG: Do you have any questions,  
18 Mr. Fish?

19 MR. FISH: Just a few.  
 REDIRECT EXAMINATION

20 Q (By Mr. Fish) Mr. Jarmone, drawing your attention again  
21 to the meeting that Mr. Husband examined you about, that took  
22 place among the employees and Mr. Seide, in which you -- in  
23 which the strike was decided upon, do you recall what Mr. Seide  
24 said about the strike?

1 A Yes.

2 He said it was very late, it was very difficult to get  
3 in touch with all the employees at that particular time, and  
4 it would be -- if there was going to be a strike the next  
5 morning, it would be very foolish to call them up. To call  
6 the employees up.

7 So, that morning, when the -- Jack Devins was at the  
8 picket line, there were a few men on the picket line. When  
9 I had gotten there, the strike seemed to have been established.  
10 And we tried to stop people at the --

11 Q Did Mr. Seide say why there was going to be a strike,  
12 why he felt there was a need for a strike?

13 A Well, we just weren't getting anywhere. The -- There  
14 was just a stalemate in the negotiations.

15 The company just couldn't -- didn't want to bargain any  
16 more, and that he just couldn't meet the union -- the union's  
17 numbers.

18 Q You're saying he said the company didn't want to bargain  
19 any more?

20 A Well, that was it. It's not -- Yes.

21 Q Is that what Mr. Seide said?

22 A Well, they didn't want to bargain in good faith any  
23 more.

24 Q Is that what Mr. Seide said?

25 A I don't know if he said that.

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1 Q What's your best recollection of what he said?

2 A I don't remember. I'll tell you the truth, I don't  
3 remember.

4 All I know is that the percentages weren't enough, we  
5 weren't getting any place, and that the company couldn't meet  
6 the union's numbers.

7 JUDGE ROSENBERG: Where did you learn the expression  
8 numbers?

9 THE WITNESS: That was -- That was a proper --  
10 That was a term that was going through these -- through the  
11 meetings, while I was there.

12 They were saying, you know, Danny would say you  
13 got -- it's an improper balance, your numbers put me in an  
14 improper balance, I can't meet your numbers, I can't meet your  
15 figures.

16 It was just a figure that, you know, that kept just  
17 being -- being hashed over.

18 JUDGE ROSENBERG: Did you ever hear the Coopers  
19 say that they couldn't afford to pay any more?

20 THE WITNESS: Well, words to that effect.

21 JUDGE ROSENBERG: I mean what did they say?

22 THE WITNESS: Well, I don't remember the exact  
23 words, but they said that's it, I'm drawing the line, I just  
24 can't go any -- I just can't do anything more than that. And --

25 JUDGE ROSENBERG: Was the problem one that the

1

P R O C E E D I N G S

2

JUDGE ROSENBERG: On the record.

3

This is a resumption of the hearing in Milbin Printing, Inc., et al, and New York Printing Pressmen Union No. 51, and the title was amended in the last hearing, No. 51, International Printing and Graphic Communications Union, A. F. L. - C. I. O., in cases Nos. 29-CA-3414 and 29-CA-3522.

4

When we adjourned, why the General Counsel had just rested his case, and I assume, Mr. Husband, you're now prepared to go forward?

5

MR. HUSBAND: I am, Your Honor.

6

JUDGE ROSENBERG: Proceed.

7

MR. HUSBAND: Mr. Cooper, will you take the stand, please?

8

Whereupon,

9

DANIEL COOPER

10

called as a witness, was duly sworn and testified as follows:

11

JUDGE ROSENBERG: Be seated.

12

Give your full name and address.

13

THE WITNESS: Daniel Cooper, 1629 230th Street, Bayside.

14

DIRECT EXAMINATION

15

Q (By Mr. Husband) Mr. Cooper, do you have some notes with you?

16

A Yes, I do.

1 Q Are they typed?

2 A Yes, they are.

3 Q What are they?

4 A They are my notes of the negotiations I have had with  
5 Mr. Seide and Local 51, and Mr. Devins, to jog my memory, so  
6 that I can give it to my brothers and so on and so forth, as  
7 we met.

8 Q Were they made after the meetings?

9 A Usually immediately after the meetings that we had,  
10 within that evening.

11 Q These are the -- Did you give a copy of these notes to  
12 Mr. Fish during the Labor Board's investigation of this?

13 A Yes, I did.

14 It was sometime in July.

15 Q These are the same notes?

16 A Yes.

17 Q You heard Mr. Seide's testimony about the bargaining,  
18 didn't you?

19 A Yes.

20 Q You have heard his testimony about the amounts of  
21 various offerings, demands that were made by the Union, and  
22 offers that were made by the Company?

23 A I did.

24 Q Would you say they were basically accurate?

25 A Largely, they were absolutely correct. By and large,

1           they were correct.  
2

3           Q     Now, prior to the election in September of 1972, did  
4           the Company do any campaigning?  
5

6           A     Yes.  
7

8           Q     How many letters did you send out?  
9

10          A     Two, I think. Two.  
11

12          Q     Were any speeches made?  
13

14          A     Yes.  
15

16          Q     By me.  
17

18          Q     How many?  
19

20          A     I think one or two.  
21

22          Q     Okay.  
23

24          A     I think one only.  
25

26          Q     After the election --  
27

28          Q     Were you aware of any remarks made on -- in favor of  
29           the Union, prior to the election, by employees, to other  
30           employees?  
31

32          A     Am I aware of these?  
33

34          Q     Were you at that time aware of any statements made by  
35           employees, to other employees, in favor of the Union?  
36

37          A     Of, yes.  
38

39          Q     At that particular time?  
40

41          Q     Yes. At the time of the election.  
42

43          A     No, I wasn't aware of any remarks made by any employees  
44           before the election.  
45

1 A No, I did not.

2 Q Why didn't you?

3 A I had spoken to my attorney, who was at the N. L. R. B.  
4 election with me, and he said I'm sure it's nothing, it didn't  
5 come from the Union, and so on and so forth, it's just ridicu-  
6 lous remarks made by people who think they're bid.

7 I even spoke to Mr. Seide after that, and he says he  
8 had nothing to do with it, and I really believed it.

9 Q Did you discuss it amongst your brothers?

10 A Yes.

11 Q What was the result of the discussions?

12 Was there any decision made as a result of that  
13 discussion?

14 A No.

15 We just decided to let it lay and forget about it, like  
16 nothing happened.

17 Q Was there any decision made about your dealing with the  
18 Union at that time, after the election?

19 A After the election?

20 Yes, there was. We had a meeting.

21 Q Who did?

22 A My brothers and I.

23 Q What was the decision made?

24 Was there a decision made at the meeting?

25 A Well --

1 Q Was there a decision made at the meeting?

2 A Yes, there was, of course.

3 Q What was it?

4 A That the Union will probably come in with a proposal  
5 to us, and we're going to have to be Union, and as long as  
6 that's what's going to be, let's accept the fact that that's  
7 what's going to be, and let's bargain as hard as we can.

8 They're selling a product and I'm going to buy, and  
9 I'm going to buy it as cheaply or as reasonably as I possibly  
10 can, in order to keep my business going.

11 Q Was there any decision made about, at that time, about  
12 who's going to do the bargaining for the Company?

13 A No.

14 I think that decision was made about a week later, or  
15 two weeks later.

16 Q What was that decision?

17 A That I would be the negotiator, sole negotiator, instead  
18 of everybody getting involved with all different kinds of  
19 hasseling, that I would be the sole negotiator with the Union.

20 Q Was there any discussion between your brothers and  
21 yourself, regarding the economic -- economics of the operation  
22 of your plant?

23 A Yes.

24 As a matter of fact, I even discussed it with Julie  
25 Seide, that my brothers and I said that we had known that

1 JUDGE ROSENBERG: What date was this, approximately?  
2

3 THE WITNESS: Can I look at my notes, Your Honor?

4 JUDGE ROSENBERG: If there's no objection.

5 MR. FISH: No.

6 JUDGE ROSENBERG: Just so the record is clear, what  
7 you're testifying to, from the standpoint of time.

8 MR. HUSBAND: May I suggest a page to him?

9 JUDGE ROSENBERG: Maybe we can speed it up that way.

10 MR. HUSBAND: Try Page 4.

11 THE WITNESS: Okay.

12 This was on the 29th, 11-29.

13 JUDGE ROSENBERG: Of November?

14 THE WITNESS: 11-29.

15 JUDGE ROSENBERG: 1972, I take it?

16 THE WITNESS: Right.

17 Q (By Mr. Husband) You don't have to look at the notes  
18 if you recall what was said.

19 A Do you?

20 A Yes.

21 Basically, Julie had said something to Jack, and my  
22 brother, Jack flared up, and he says these guys only what to  
23 bleed us dry, they don't give a damn about our business, and  
24 so on and so forth, and I immediately went over and quieted  
25 Jack down.

Q Do you recall a phone discussion in December, with Jack --

1 Q What did you do?

2 A I asked Julie how I should contact him.

3 Julie says write to him or call him.

4 I tried calling, there was no answer. So I decided to  
5 send him a telegram and that night I sent him a telegram.  
6 I think it was January 9th.

7 Q Did you hear any response from Mr. Marlino?

8 A Not until two or three days later.

9 Q What was the response?

10 A He says he's not going to run that machine, not for  
11 that kind of salary, he wants more money.

12 And I told him what the story was. You know, that I  
13 had spoken to Julie, et cetera.

14 Matter of fact, he came in two or three days later, and  
15 that's when we talked, in the office.

16 Q January 16th, do you recall a meeting then?

17 A Yes.

18 Q Sometime in January do you recall a meeting?

19 A Yes, I had a meeting with Julie Seide that day.

20 Q Did the Union, through Mr. Seide, make economic demand  
21 on you?

22 A Yes, he did.

23 Q As far as wages go, was that a 10% increase?

24 A Mr. Husband, everything that Julie Seide said was the  
25 truth up to a point. I mean, this is all in the record.

1            You want me to go through this whole thing again?

2            I'm sorry.

3            He said the truth, so I'm just --

4            Q        But it was for a 10% increase then, and for each six  
5            months?

6            A        Right.

7            Q        Do you recall saying anything about it?

8            A        I certainly do.

9            Q        What did you say?

10          A        I told him that I couldn't keep my business in proper  
11          balance, and I couldn't possibly see my way clear to do a thing  
12          like this.

13          Q        Now, at that meeting, did you review substantial amount  
14          of the non-economic language in the contract, the language  
15          provisions of the standard contract?

16          A        Yes. We had reviewed some of it, yes.

17          Q        Then at the end of that meeting, did he ask you to sign  
18          a paper?

19          A        Yes, he did.

20          And he said this is just strictly in principal. It  
21          doesn't mean anything, and so on and so forth.

22          I said, okay, just that we agreed on something. I says,  
23          fine, and I signed my name to it. Not thinking anything of  
24          it, because he had been very honorable, and I felt just so  
25          that we should get a few things out of the way, great.

1 Didn't mean anything, unless the whole package was done.

2 Q Then, at the next -- Then did you send him a letter on  
3 January 18th, that is General Counsel's Exhibit No. 9?

4 A Yes, I did.

5 Q That's the letter which you said you would hold off on  
6 Union security, and wouldn't give it to him, and would talk  
7 to him about it after?

8 A And I might give it to him then, that's correct.

9 Q Did you, after that letter was sent, did you -- did  
10 Mr. Seide, at a subsequent meeting, after January 18th, talk  
11 to you about that letter?

12 A Yes, he did.

13 Q Was it at the next meeting?

14 A I will say yes.

15 I imagine it was. I don't recall offhand.

16 If I could look at my notes.

17 Q Look at your notes.

18 That goes down to around Page 7 and 8.

19 A Yes. I would say that -- yes. We had discussed it.

20 Q What, as you recall, what did you say?

21 A Well, I told him there's no sense in signing anything  
22 until we sign everything all in total, and as far as that  
23 letter goes, I told him that we had discussed it, and I felt  
24 and my brothera felt I was selling the boys down the river,  
25 selling the business down the river, giving him this here at

1           this time. And when we get the whole package wound up, at  
2           that time I might give him the security clause that he wanted.  
3

4       Q     That's what you said to Mr. Seide?

5       A     Yes.

6       Q     Do you recall what he said?

7       A     Didn't make any issue of it.

8       Q     Now, your offer of 2% was made at January 25th?

9       A     Yes.

10      Q     That was just 2% for the life of the contract, correct?

11      A     That's correct.

12      Q     Now, at your March 8th meeting, you had an offer of 2%  
13      and 2% after twelve months, is that correct?

14      A     That's correct.

15      Q     Then at your April 3rd meeting, did you then go to  
16      2-1/2%, and 2-1/2%, after --

17      A     That's correct.

18      Q     Now, at your -- the next meeting after April 3rd was  
19      April 23rd?

20      A     Yes.

21      Q     Now, what was said about the Company's economic offer,  
22      at that time, by you?

23      Did you make any movement?

24      A     Well, April 23rd, Julie and I sat down again after the  
25      2-1/2 and 2-1/2 of April 3rd, and we sat down again and it  
         went something like, he says, well, did you come up with a

1 A Oh, yes. He always said that.

2 He always knew how much I had given all the people in  
3 the organization.

4 Q Did he ever ask you for a record of those prior increases?

5 A No. Never asked me for a record of it.

6 Of the increases?

7 Q Right.

8 A No.

9 Q Did he ask you to see your books?

10 A Yes.

11 Q When?

12 How many times, overall, do you recall?

13 A I would say it was maybe two. Maybe three.

14 Q What was the nature of the conversation, as you recall?

15 A Whenever he asked me for his 30% a year, and I told him  
16 that I'm going to only give him 2%, he said, let me see your  
17 books, and if your books say your number -- your numbers, and  
18 he used that expression very well, if your numbers don't show  
19 you can give me more, I'll let you give me what you can afford.

20 I says, I'm not here to show you my books, I'm here to  
21 run my business in a proper way, as I have for many, many  
22 years, and intend to do the same thing from here on out.

23 JUDGE ROSENBERG: Did you ever tell him that you couldn't  
24 afford to grant whatever wage increases or frings benefits  
25 the Union wanted?

1 A Never said that, not even once. Never.

2 Q Did you say at any -- Did you say at any time that you  
3 couldn't reach the Union's numbers?

4 A I never used that expression.

5 Q Did you --

6 A Never.

7 Q Did you at times comment about the Union's offer, the  
8 Union's demands, and give an opinion of them?

9 A I sure did.

10 Q What did you say about them?

11 A I told him they were ridiculous, and they were irra-  
12 tional, and he's not making sense. If he wants this business  
13 to be here for any length of time, in a proper way as it has  
14 before and keep these people employed, he's got to be more  
15 sensible in his figures.

16 And he says he doesn't care, he didn't care whether the  
17 business is here or not, as long as he has more Union men.

18 Q Did you use the term, proper balance?

19 A I certainly did.

20 This was an expression I used many, many times, because  
21 that was the -- was one of my -- not a favorite expression,  
22 but I used that expression, many, many times.

23 Q What did you mean by it?

24 A A proper balance to me is to keep my organization in  
25 such a way that I could afford to buy equipment, have growth

1 my business, I could walk home with the salary that I've been  
2 accustomed to, and my people can walk home with the salary  
3 that they have been satisfied with.

4 Q Did you -- Did Mr. Seide say to you after one of your  
5 offers, or during the course of bargaining, did he say, accuse  
6 you of having no intention of signing a contract?

7 A Yes, he did.

8 Q Do you recall when it was?

9 A I --

10 Q Could it have been in April?

11 A I think it was in the beginning of April.

12 Q Do you recall --

13 A There were only two meetings in April, one before the  
14 election and one after, that's the Union election, and I think  
15 it was in the second one in April, the 23rd.

16 JUDGE ROSENBERG: This is 1973?

17 THE WITNESS: Yes, Your Honor.

18 Q Did you say anything in response to that?

19 A I cannot remember. I am pulling a blank.

20 I could -- I'll have to look at my notes. That's the  
21 only way I remember. I don't have this set up to memory.

22 JUDGE ROSENBERG: Maybe while he looks it over, this  
23 might be a good chance to take a little recess.

24 Let's take five.

25 (Whereupon, there was a short recess taken in the

1           are not doing any work, lay them off.

2           The lay committee was there, my brothers were there,  
3 and I was there.

4           Q       Do you recall Mr. Seide testifying that after the  
5           strike began, he had written you a letter regarding the  
6           resumption of negotiations?

7           A       I recall that.

8           Q       Okay.

9           A       In his testimony.

10          Q       You recall that he did not produce such a letter?

11          A       I do.

12          Q       Do you -- Did you ever receive such a letter?

13          A       I did not.

14          Q       Did you have discussions after the strike started, though,  
15           about resumption of negotiations?

16          A       Yes, we did.

17          Q       Did you, in early June, in one of those discussions,  
18           arrange for a meeting on June 19th?

19          A       Yes, we did.

20          Q       Now, at the June 19th meeting, With Seide and Devins,  
21           the Union gave you that Respondent's Exhibit 1, didn't they?

22          A       I don't know what Exhibit 1 is.

23          Q       This.

24          A       Yes, sir. That's right.

25          Q       That was the beginning of the meeting?

1 A Yes.

2 Q Did they then write down your offer to them?

3 A Did they write it down?

4 I don't know whether they wrote it down.

5 I know I wrote it down. This is my copy. This is my  
6 copy with my writing on this side.

7 I don't know whether they wrote it down.

8 Q On Respondent's Exhibit 2, whose writing is that?

9 A Julie Seide's.

10 Let's put it this way, it is not mine.

11 Q But it was shown you at that meeting?

12 A Well --

13 JUDGE ROSENBERG: It's been introduced into evidence as  
14 Seide's notes of Cooper's counter-proposals?

15 THE WITNESS: No. This was not shown to me at that  
16 meeting.

17 Q It's an accurate statement of what you had agreed on  
18 with the Union, or was it -- is it an accurate statement of  
19 what you had proposed to the Union?

20 A It is.

21 Q An accurate statement of what you had proposed to the  
22 Union?

23 A Basically the same as my notes that I have on it, yes.

24 Q Is what you proposed to the Union, which is shown on  
25 Respondent's Exhibit 2, what you and the Union agreed to on

1           the 19th?

2       A     It doesn't say anything we agreed to on Exhibit 2.

3       Q     In fact, is that what you did agree to on the 19th?

4       A     Yes, it is.

5       Q     After you had reached agreement on those economic  
6           matters, --

7           Well, tell us how agreement was reached on the economic  
8           matters. Just the last portion.

9       A     Well, I had offered Julie the alternative to what he  
10          had given me. He had offered 7-1/2 and 7-1/2, and then I  
11          changed it, I offered him 5, 4-1/2 and 2-1/2, and all the  
12          other parts.

13           He said, gee, that sounds pretty good, I think we can  
14          get together, we're pretty close, what do you say we put this  
15          effective August 1st, with some minor things?

16           I said, fine, wonderful. He says, we'll work out the  
17          language. I said, wonderful, I think it's great.

18           We decided, August 1st we'll put it in. He'll be back  
19          again and we'll straighten it out.

20       Q     What was said then?

21       A     On June 19th?

22       Q     After that was said, what was said then?

23       A     Julie wanted to have bulletin boards and he wanted to --  
24          wanted jury duty, and he said he would be back and we'll put  
25          this into effect on August 1st.

1 Q At the June 19th meeting, after you reached agreement  
2 on the economics, was anything further said by Mr. Seide?

3 A I don't recall. I'm trying to remember.

4 Q Did they raise the question of anything else after you  
5 had agreed on economics?

6 A No. Not to my knowledge.

7 Give me a second to read my notes and I'll tell you in  
8 a second.

9 Q Go to Page 21 or 22.

10 A Oh, about coffee breaks, we were talking about?

11 Q But that was discussed, wasn't it, before you reached  
12 the agreement on the economics, wasn't it?

13 A Well, -- Excuse me, you're -- June 19th was one meeting  
14 and the -- you're talking about the July 7th meeting, I think.

15 Q I'm talking about June 19th, Mr. Cooper.

16 A Well, no.

17 Q You reached agreement on the economics?

18 A Yes, we did.

19 Q Then, didn't Mr. Seide or Mr. Devins say something about  
20 other things in the contract?

21 A Well, we had talked about vacations.

22 Q No. Other aspects of the contract that are not economic  
23 in nature.

24 A We had talked about eighteen months and twenty-one months.

25 Q That is all before. You talked about all of these

1           matters, coffee breaks, the length of the contract, and all  
2           that, in connection with the purely economic agreement which  
3           is embodied in Respondent's Exhibit 2 here.

4           A       Right.

5           Q       Now, after you -- After the Union had agreed to accept  
6           that, did the Union, -- did either Union representative make  
7           any statement about other -- other non-economic matters going  
8           into effect?

9           A       Not to my knowledge on June 19th.

10          Q       Did the Union raise the question -- All right.

11          Did the term Union security ever come up at that  
12         meeting?

13          A       No.

14          On June 19th?

15          No, sir. No, sir.

16          Q       Do you recall a meeting at which Mr. Seide and Mr.  
17         Devins were a little distressed at your position?

18          A       Yes.

19          When we had lunch at the Marc Pierre.

20          Q       What date was that?

21          A       June 27th?

22          When they verbally gave me the business.

23          Is that what you're talking about?

24          Q       I refer you to Page 21 and see if this refreshes your  
25         recollection; if I tell you there was no meeting on June 27th,

1           that the only meeting you had in June was on June 19th, does  
2           that refresh your recollection?

3           A       On June 27th -- You're right.

4                   It was June 19th we had the meeting.

5                   On June 27th he had given me something on July something.

6           Q       The June 19th meeting you reached agreement on the  
7           economics.

8                   After agreement was reached on the economics, was any-  
9           thing said by the Union representatives?

10          A       Well, we shook hands and everything was fine.

11          Q       Do you recall shaking hands?

12          A       No.

13                   We were just about ready to shake hands on the agree-  
14           ment, and then Julie Seide says to me, now we'll get down to  
15           the language of the rest of the contract, and Union security.

16                   And I looked at him and I said, Julie, I didn't even  
17           recall talking about this. It didn't even enter my mind.

18                   I knew nothing about it. You know, we hadn't discussed it  
19           since January. It had completely left my brain, the Union  
20           security.

21                   And I thought a couple of seconds and I says to him,  
22           what's the sense in giving Union security, if I have got  
23           eighteen people inside and you have five people outside, and  
24           they have told me one by one, that they don't want to have  
25           anything to do with you.

1        At that moment, he flared up, and Jack Devins flared  
2 up, and there were two women sitting at another table in the  
3 restaurant and they couldn't imagine what was going on.  
4

5        As a matter of fact, the waiter had to come over to  
6 shush them up. They were yelling and screaming to me like  
7 there was no tomorrow.

8        I just upped myself and was ready to walk out. And they  
9 half-heartedly apologized and quieted down.

10       I said, look, if we're going to talk, and we're going  
11 to negotiate, talk like people.

12       So, they quieted down and started talking again. And  
13 this went on for quite some time. And I had told them when  
14 we sat down at the meeting that I had a 4:30 appointment and  
15 I had to be out by then.

16       At which time, about 4:15 this was, I told them I had  
17 to leave, and they followed me out to the door, they followed  
18 me out to the car, and they were yelling at me and screaming  
19 to me in no uncertain terms, that -- I don't even want to go  
20 into verbiage of it. It's unnecessary. Just very angry that  
21 I wouldn't give them their Union security.

22       That was June 19th.

23       Q       Did you give them any other reason why you wouldn't  
24 give Union security?

25       A       I couldn't see forcing anybody in my shop to pay dues  
or as Mr. Seide said, tribute, to anybody or any organization.

1 if the people themselves didn't want to.

2 Q After the strike began --

3 JUDGE ROSENBERG: Excuse me a minute, but the subject  
4 of a Union security clause was discussed between you and  
5 Mr. Seide, wasn't it?

6 THE WITNESS: The only time it was in January, Your  
7 Honor, when I wrote him the letter -- it was not discussed,  
8 it was something that was in the contracts, in his book.

9 JUDGE ROSENBERG: We're talking about this June meeting,  
10 at the restaurant.

11 The matter of Union security was broached, I assume,  
12 by Mr. Seide, right?

13 THE WITNESS: Yes, it was.

14 JUDGE ROSENBERG: And you responded in the fashion you  
15 have just testified to?

16 THE WITNESS: That's correct.

17 JUDGE ROSENBERG: Had it previously been discussed?

18 THE WITNESS: No, sir. Only in January, the first meet-  
19 ing that we had had anything, where I agreed in principal only  
20 on certain items.

21 And I wrote -- had written him a letter.

22 Between tht point, nothing had ever been discussed.

23 JUDGE ROSENBERG: In January, was there any discussion  
24 about Union security?

25 THE WITNESS: No, sir.

1            Only that this clause was part and parcel of the  
2 standard contract, and in our -- in our preliminary -- in  
3 our principal agreement, it just said number one, number two,  
4 number three, number four, number five, and he wrote these  
5 numbers down and we briefly went over it in the book.

6            I agreed in principal.

7            JUDGE ROSENBERG: With the Union security?

8            THE WITNESS: Yes, Your Honor.

9            JUDGE ROSENBERG: In January?

10          THE WITNESS: Yes, Your Honor.

11          JUDGE ROSENBERG: All right.

12          Q        I show you General Counsel's Exhibit 7, dated 1-16.

13          Is that the thing that Mr. Seide had written out that  
14 day?

15          A        That's correct.

16          Q        And you agreed in principal?

17          A        That's correct.

18          Q        Is there any mention of the word Union security on  
19 there?

20          A        No, sir.

21          Q        What --

22          A        It says, section 1 to 6 in principal, section 9 to 16  
23 in principals, section 31 to 33 in principal. Et cetera,  
24 et cetera.

25          Section 49, 50, 52, 56, 57, in principal.

1 Q When did you become aware that one of the sections in  
2 the 1 to 6 grouping --

3 A The night of the 16th.

4 Q How?

5 A I had a meeting with my brothers, and we had talked  
6 about it, and we started reading over the book.

7 I got myself chewed out royally for giving him Union  
8 security at this time, before we work out all economics, and  
9 I immediately wrote him a letter.

10 Q Then you wrote that letter of the 18th?

11 A That's correct.

12 Q At the meeting of the 25th, did the word -- at the  
13 meeting of June -- January 16th, --

14 The Janua~~y~~ 16th meeting, was the term Union security  
15 discussed?

16 A When we were ready over the book it might have been  
17 discussed, because it said Union security is the title of the  
18 thing, of the heading on the pamphlet.

19 Q I show you section 3 of General Counsel's Exhibit 6,  
20 and ask if the word, or the heading Union security occurs any-  
21 where in sections 1 to 6 of the contract?

22 A No, it doesn't.

23 My problem is, I have heard it so many times, I don't  
24 know what's right as far as this book is concerned or not.

25 Q After the June 19th meeting, did you have a phone

1 Q Now, you had a meeting on July 5th, did you not?

2 A Yes, we did.

3 Q Did Mr. Seide give you Respondent's Exhibit 3, which  
4 is dated 6-27, at that meeting?

5 A Right.

6 This is what he handed me right off the bat.

7 Q That was his original proposal at that meeting?

8 A Yes.

9 Q Did he then give you Respondent's Exhibit 5, later in  
10 the meeting?

11 A Yes.

12 We had some discussion after the first Exhibit, and then  
13 Mr. Seide rewrote the information and changed some of the  
14 information on this sheet, to make it more palatable and to  
15 keep it in better balance for my business.

16 Q The second -- Was the second proposal agreed on by you,  
17 or did you make any comments about the nature of the second  
18 proposal?

19 A No.

20 That was the 5th of July, and my son was getting married  
21 two days later, and I told him I was a little busy, could I  
22 give him a buzz next week and we'll get together.

23 It was a very short meeting, so to speak, in comparison  
24 to the other meetings, and he says, by all means, and he  
25 wished me lots of luck, and we broke up right at that point.

1 Q Did you characterize the --

2 You heard Mr. Seide's testimony.

3 Did you characterize or did you make a statement to the  
4 effect of, quote, "Now you're talking in the ball park," close  
5 quote, about that second --

6 A Right.

7 I told him when I saw this here, it's making more  
8 sense, it's in my ball park, it's going to keep my business  
9 at a better balance than the other figures that he had put  
10 together.

11 It meets more with the percentages that I had given him.

12 Q Did you at the second -- at that meeting, have further  
13 discussion about some form of Union security for the --

14 A No.

15 Q Did he talk about an agency shop?

16 A Yes.

17 It seems to me -- no. Not at -- At this one he didn't.

18 Q Did you have phone discussions regarding an agency shop?

19 A No.

20 At this meeting he didn't give me anything on agency  
21 shop.

22 Q Did you have phone discussions regarding the Union's  
23 getting a fee from employees, a service fee from employees  
24 in the shop, instead of Union dues?

25 A At this time?

1 A Yes, from Julie Seide.

2 He says he's got the right to be there for one year  
3 from the elections, and that's why they said October 1st.

4 MR. FISH: Can we have the names of these employees?

5 Q Would you --

6 A Who had told me the October 1st bit?

7 Q Yes.

8 A I think it was Tom Biacco told me this, I think Burt  
9 Green told me this, I can't swear for anybody else.

10 Q Did you mention this discussion to Julie, on the phone,  
11 later in August?

12 A Yes, I did.

13 Q And what did he say?

14 A He says I won't be gone by October 1st, I'll be here  
15 for a long, long time after that.

16 Q That was the same phone discussion in which you discussed  
17 having another meeting with him, wasn't it?

18 A Yes.

19 Q And whether or not an attorney should be present?

20 A Yes.

21 Q Now, you had a meeting with the Federal Mediator, and  
22 Mr. Seide, on September 24th, right?

23 A Yes, that's correct.

24 Q And Mr. Seide agreed on some of the points that he had  
25 raised in the September 11th meeting, didn't he?

1 A That's correct.

2 Q Bulletin board, and you gave him the pension and welfare  
3 information he wanted?

4 A That's correct.

5 Q And the Union's position was that it wanted Union  
6 security for all new people?

7 A That's correct.

8 Q Which meant compulsory Union membership as a condition  
9 of employment?

10 A That's true.

11 Q It also said that the -- The Union also said that for  
12 your present --

13 Well, at that meeting, had the Union -- had you been  
14 told my Commissioner Battons, that the Union wanted mainten-  
15 ance of membership?

16 A Yes, I was told.

17 Q And was it your understanding that that would be for  
18 all employees?

19 A That's correct.

20 Q Did you later learn that the Union's concept of main-  
21 tenance of membership, was that it was maintenance of member-  
22 ship applied only to the present employees, but that the new  
23 employees would have to join the Union?

24 A Absolutely.

25 Q Did you reject that latter proposal of the Union?

1 A I certainly did.

2 Q At that meeting, did you tell the Union and the media-  
3 tor, that the Company would consider maintenance of member-  
4 ship for its people?

5 A Yes, I did.

6 Q Now, did the Union continue insisting at the next two  
7 meetings, that it had to have Union security for all the new  
8 employees?

9 A Absolutely.

10 That's exactly what he said, he couldn't settle for  
11 anything less.

12 Q And you didn't accept that?

13 A I did not.

14 Q But you did indicate that you would accept a form of  
15 maintenance of membership?

16 A I certainly did.

17 Q Did you ever --

18 Now, at the final -- At the second meeting with the  
19 mediator on October 3rd, the Union came up with a new wage  
20 offer, didn't it, new wage demands?

21 A Yes, they did.

22 Q That was 7-1/2% beginning then?

23 A Yes.

24 Q And you came back with the offer that Mr. Seide has  
25 related, about retroactivity to August 1st?

1 A That's correct.

2 Q Now, going back to 1972, in October -- September,  
3 October, November, do you recall ever talking to Al Jannone,  
4 during that period?

5 You had some conversation with him, didn't you?

6 A Yes, I spoke to Al Jannone.

7 Why not?

8 Q In connection with work?

9 A Yes.

10 Q Did you ever say to him at that time, that you had to  
11 get rid of the -- the Company had to get rid of either Ronnie  
12 Massa or Nick Merlino?

13 A Never. No way.

14 Q Did you discuss with him the economic shortcomings  
15 from the Company's point of view, of the 29 operation?

16 A Yes.

17 He knew that.

18 As a matter of fact, I had discussed it with him and  
19 Jack Cooper had discussed it with him numerous times before  
20 that.

21 MR. FISH: Objection and move to strike as to what  
22 Jack Cooper discussed.

23 JUDGE ROSENBERG: All right.

24 Do you withdraw the question?

25 Q Had Jack Cooper discussed it in your presence with him?

1        They were having a problem with the machine, I was  
2        trying to help them. They were about three feet away.

3        And nobody else was anywhere's close to us.

4        Everybody else was washing up at the sink, as a matter  
5        of fact.

6        MR. HUSBAND: No further questions.

7        JUDGE ROSENBERG: Mr. Fish.

8                    CROSS EXAMINATION

9        Q        (By Mr. Fish) You testified, Mr. Cooper, concerning  
10      when you withdrew the offer that you had made to the Union  
11      concerning pension and welfare, do you recall that testimony?

12      When you decided that you would rather keep your own  
13      pension and welfare?

14      A        Yes.

15      Q        Rather than give certain monies toward the Union  
16      welfare, as you had previously agreed to, do you recall that?

17      A        I did not agree to anything, I offered.

18      There's a difference, obviously.

19      Q        Okay.

20      Now, when you mentioned that you were withdrawing this  
21      offer, you said you gave reasons to Mr. Seide as to why you  
22      were doing that?

23      A        That's correct.

24      Q        Will you tell us what those reasons were, again?

25      A        Again?

1 Q (By Mr. Fish) Is this approximately accurate, is this  
2 an approximately accurate statement of the salaries of your  
3 employees?

4 A If Mr. Seide put it down there, I would say, yes.

5 Without looking at any records, I would say, yes.

6 Q Okay.

7        Now, Mr. Cooper, you testified that in conversations  
8 with your brothers, you concluded that you would be the sole  
9 negotiator for the Company, is that right?

10 A That's correct.

11 Q You so informed the Union of that?

12 A I certainly did.

13 Q What was the discussion with respect to that, with  
14 your brothers, as to how -- with your brothers, with respect  
15 to your powers in negotiations?

16 A Well, we had a Board of Directors meeting, or a meeting  
17 between my brothers, if you'd prefer, and we decided instead  
18 of everybody putting their finger in the pie, and stepping on  
19 one another's toes, we decided it would be a lot better for  
20 everyone concerned, including the Union, and us, one man  
21 should get all the information and make decisions for the  
22 Company.

23 Q Make decisions?

24 A That's correct.

25 Q Were these final decisions?

1 A Usually a final decision, yes.  
2

3 Q Usually a final decision?

4 A Yes.

5 Q Are these decisions that are made --  
6

7 A No decision in my life is ever final, until the day  
8 I die.

9 Q What was the discussion with respect to the decisions  
10 that you had the power to make?

11 Did you have to get clearance from your brothers to  
12 make them, did you have to get approval from your brothers?

13 A No, I could make it myself.

14 I was able to decide right then and there what should  
15 be done or what could be done.

16 Q It was not subject to any approval of your brothers?

17 A It was not.

18 Q It was not.

19 Now, you had agreed on the Union security clause on the  
20 January 16th meeting, is that correct?

21 A I did not.

22 Q You did not?

23 A I agreed on the number of items in principal, only, and  
24 it was told to me in principal only, well, when we get every-  
25 body down, we'll discuss the other things more fully, and  
just sign this today, and this is what the agreement would  
be, the idea of it.

1                   Unbeknown to me, this was a way of getting somebody  
2                   sucked in, quote, unquote.

3                   And I went down to the public library, on 42nd Street,  
4                   and I found out a few things, as I told Mr. Seide.

5                   I will not sign anything until I sign everything.

6                   Q         So what did Mr. Seide tell you about what you were  
7                   signing on January the 16th?

8                   A         That we had discussed this information.

9                   Q         Just that it had been discussed?

10                  A         That we had reviewed it, it was discussed, and we would  
11                  go over it again, definitely go over it again when we get  
12                  everything all set.

13                  Q         Go over it again?

14                  A         Absolutely.

15                  Q         He didn't say this was an agreement?

16                  A         Absolutely not.

17                  It was only an idea in principal. We have a lot of  
18                  things in here to be worked out yet.

19                  Q         Wasn't it stated it was an agreement in principal?

20                  A         No.

21                  Q         It was not?

22                  A         No.

23                  Q         Can you read the bottom section of this, Mr. Cooper?

24                  A         I know exactly what it says.

25                  Q         Can you read it for the record?

1           A     "The Union and Employer agree to sections above in  
2         principal with the necessary changes in names where needed."

3           Q     So its testimony --

4           A     That a necessary change was in the Union's security  
5         clause.

6                   JUDGE ROSENBERG: Just a minute, Mr. Fish, who in the  
7         record is going to know what you have reference to?

8                   MR. FISH: I was showing Mr. Cooper General Counsel's  
9         Exhibit 7 for identification.

10                  Q     But, Mr. Cooper, my question to you is, your testimony  
11         is now that there was never an agreement in principal?

12                  Your testimony is that the only thing, the reason for  
13         these things being written down, is to state these things  
14         were discussed, is that your testimony?

15                  A     The agreement was here that we had discussed everything,  
16         and we agree in principal on these items here, with necessary  
17         changes. That's correct.

18                  Q     Now it's with necessary changes?

19                  A     It says right there.

20                  I read it to you, Mr. Fish.

21                  Are you trying to twist my words around?

22                  Please, you're making me read something.

23                  Q     Read it again.

24                  What does it say?

25                  A     "The Union and Employer agree to the sections above in

1 principal, with the necessary changes in names where needed.

2 Q What does that mean?

3 Necessary changes in names where needed?

4 What does that refer to?

5 A I don't remember anybody's name being mentioned, so  
6 we're not talking about a person, we're talking about items  
7 in those sections.

8 What is the names?

9 Q Isn't it a fact that what is meant by necessary changes  
10 in names, was the substitution of the word Milbin Press for  
11 Printer's League, and nothing more?

12 A Does it so thate anywhere?

13 Q I'm asking you.

14 A Absolutely not.

15 Q What did you think these changes in names were,  
16 Mr. Cooper?

17 A In the items in the --

18 Q In the items themselves?

19 A Yes, sir.

20 If I could go to my book over here, I will show you  
21 some things that Mr. Seide and I said, oh, we'll change this  
22 around because it is not necessary, change this around,  
23 change this around, change this around.

24 Q So, it's your testimony now that none of these items  
25 were agreed to?

1 A I did not say that.

2 I said I agreed to this, with changes. There will be  
3 necessary changes.

4 And consequently, I wrote a letter, the next day --

5 Q We understand. We'll get to the letter in a minute.

6 But as far as -- What I want is your understanding of  
7 what was agreed to on the 16th.

8 It's your testimony that the only agreement at this  
9 time was an agreement in principal with changes to be made?

10 A That's correct.

11 Q Some changes in any or all of these items?

12 A Of course.

13 I'm also cognizant of the fact that any agreement that  
14 is made, as part of any agreement, is not good until the com-  
15 plete agreement is made.

16 Q We understand.

17 A I just want it to go into the record, too.

18 Q We're trying to find out what the discussion was on  
19 January 16th, when you signed this, and what your understand-  
20 ing of what this meant.

21 A I just told it to you.

22 Q Now, with respect to Union security, Mr. Cooper, did  
23 you discuss it at this meeting on January the 16th?

24 A We did not.

25 We only read over that clause, and the word Union

1 security was not mentioned.

2 Q What section is this?

3 A Section three.

4 Q Three.

5 MR. HUSBAND: It's the one without a heading.

6 THE WITNESS: Number three it says in the first or  
7 second page.

8 MR. HUSBAND: Left hand side.

9 There it is, you got it.

10 Q So, we're referring to General Counsel's Exhibit 6-A  
11 in evidence, and I refer you to Page 4. Number three.

12 Is this the clause?

13 A That's the clause.

14 Q Now, did you go over this clause?

15 A We read it, yes.

16 Q You read it?

17 A We read it over.

18 We read a lot of clauses over.

19 Q You read over every sentence of it?

20 A No.

21 Q Which parts of it did you read and which parts didn't  
22 you read?

23 A Mr. Devins and Mr. Seide were sitting at my desk, and  
24 we'd read the clauses and then he sat and explained them to  
25 me.

1 Q I see.

2 Did you ask any questions about it?

3 A I certainly did.

4 Q What were the questions that you asked?

5 A I asked him what the clause meant.

6 Q What did they tell you?

7 A He told me that everybody has to join the Union, because  
8 of this.

9 Q I see.

10 So you knew full well what that clause meant?

11 After this discussion.

12 A I knew what the clause meant, correct.

13 Q You knew full well what that clause meant when you  
14 signed General Counsel's Exhibit 7, is that correct?

15 A Yes.

16 Q Now, is it your testimony that there was some sort of  
17 an agreement to make a change in this clause at all, when you  
18 signed this?

19 Is this one of the changes where needed that you were  
20 referring to?

21 A When I signed it?

22 Q Yes.

23 A This did not enter into my mind.

24 Q In other words, when you signed this on January 16th,  
25 you felt you were agreeing to this clause, is that not correct?

1 A I felt I was agreeing to it in principal, and in principle to me means in general.

2  
3 Q In general.

4 Then when you went back and reported to your brothers,  
5 was that the same night or shortly thereafter?

6 A I'm pretty sure it was the night or the night after.  
7 That night I think it was.

8 Q What was the discussion you had with your brothers?  
9 You reported what you agreed to?

10 A Correct.

11 Q What you signed?

12 A Yes.

13 Q Did you go over all the things you agreed to?

14 A To the best of my knowledge, I did.

15 Q What was the discussion about these items?

16 A They said we don't mind anything else, but we can't —  
17 we don't think you should agree on this particular clause  
18 until everything else is agreed upon.

19 Q I see.

20 Why was that, Mr. Cooper?

21 A When was that?

22 Q Why was that?

23 A Because this was something that we should give them only  
24 if we agree on economics.

25 Q Why was that?

1           Why this particular clause as opposed to any of the  
2 others?

3         A     Because the other clauses had nothing to do with forcing  
4           people to pay tuitions, dues, tributes or whatever you  
5           have.

6         Q     Didn't you know this was an important clause to the  
7           Union?

8         A     Did I know?

9         Q     Yes.

10        A     I knew it was an important clause to me and to the  
11           people who were employed in my shop.

12        Q     You didn't answer my question.

13           Did you know this was an important clause to the Union?

14        A     I did not know this was more important than any other  
15           clause.

16        Q     You didn't.

17           But this was the one clause that you picked out to  
18           write a letter about, and make it clear that you weren't  
19           agreeing?

20        A     That's correct.

21        Q     Now, I believe you testified on direct examination,  
22           Mr. Cooper, that when you had a conversation with your brothers  
23           about the Union security clause, that they said you  
24           didn't want to sell your business down the river by giving a  
25           Union security clause at this time.

1           Do you recall that testimony?

2       A    Absolutely.

3           By business, I meant the men who worked for me.

4       Q    But you didn't say that, you said, selling your business  
5           down the river.

6       A    That's correct.

7           If I sell the men out from under me, I'm selling my  
8           business out, too.

9       Q    All right.

10      A    Because my life blood is my men who work for me.

11      Q    Yes.

12           Are you aware of other Union contracts in the printing  
13           industry, Mr. Cooper?

14      A    No, I'm not.

15      Q    You're not familiar with any of them?

16      A    No, I am not.

17      Q    Now, when you discussed with your brothers the Union  
18           security clause, did you decide at that time to write this  
19           letter to the Union, informing them that you were no -- you  
20           considered that you were not agreeing to the Union security  
21           clause, which is General Counsel's Exhibit 9, a letter dated  
22           January 16th?

23           Did you discuss any such letter to the Union?

24           Did you discuss with your brother sending such a letter  
25           to the Union?

A       I just told you a few moments ago.

1 Q Okay.

2 And what did you decide among your brothers with  
3 respect to this issue of Union security?

4 A That we were going to send this letter.

5 Q But what --

6 JUDGE ROSENBERG: What difference does it make?

7 He's the chief spokesman, he made the decision.

8 Q What was the letter --

9 MR. HUSBAND: The letter speaks for itself.

10 Q I want to know what was said between you and your  
11 brothers again --

12 JUDGE ROSENBERG: Again --

13 THE WITNESS: What difference does it make?

14 The letter tells you what I felt, and I being the chief  
15 spokesman, I wrote it down.

16 Q All right.

17 Your position was you weren't going to give the Union  
18 security at this time?

19 A That's correct.

20 In my meeting with Mr. Seide the following week or so,  
21 I told him when we come to the end of our contract, I will  
22 sign everything, and at that time, I might give him Union  
23 security, or that clause, at that time.

24 Q You might give him?

25 A That's correct.

1       the four brothers. One of the four brothers gave it to them.

2       Q       Mr. Seide took the position you should at least give  
3                   the same wage increases that you were giving in the past?

4       A       That's correct.

5       Q       What was --

6       A       As a starting basis for his negotiations.

7                   What was his answer?

8       Q       What was your response?

9       A       I gave no response.

10      Q       No response?

11      A       I responded with the same answer that I had offered  
12                   him.

13                   At that time, I think it was 2% or 2-1/2%, and I said,  
14                   I thought to myself, I did not tell this to Mr. Seide, if  
15                   that is where I'm going to start, and I'm trying to buy from  
16                   this gentleman a package as cheaply as I possibly can, and  
17                   bargain to the best of my knowledge, I am not going to start  
18                   at that particular number, because it would not be a proper  
19                   balance for my business.

20      Q       When Mr. Seide discussed the wage increases you had  
21                   given in the past, did you dispute the fact you had given  
22                   these wage increases, the amounts?

23      A       I did not.

24                   I didn't dispute anything like that.

25      Q       You don't recall Mr. Seide ever requesting to see your

1 books and records to find out what wage increases you had  
2 given in the past?

3 A Absolutely not.

4 Wage increases, he never asked for that.

5 He asked for my books and records to see if I could  
6 afford to pay more money.

7 JUDGE ROSENBERG: Within any time during these nego-  
8 tiations, were you pleading poverty?

9 THE WITNESS: No, sir, Your Honor. I never said that.

10 If anything, I always told Mr. Seide, and he knew, that  
11 we pay our bills on time, we discount our bills whenever  
12 possible.

13 I never told him I cannot afford. I never told him  
14 that I don't want to pay because I don't have the money.

15 I told him that I will keep it in proper balance. And  
16 that was my words, all the time.

17 And Mr. Seide, I think, Your Honor, testified to that,  
18 that that is what I said.

19 Q Let's talk about that a little bit, Mr. Cooper.

20 A Fine.

21 Q Try as best you can recall to give us the conversation  
22 when Mr. Seide requested your books.

23 What precipitated it?

24 A Mr. Fish, this is all in the record.

25 Mr. Seide said this, and I agree with everything that

1 he said. I am not disputing what he said. He said the  
2 truth.

3 Q Well, you just tell me what you remember, Mr. Cooper.

4 A Insofar as?

5 Q The conversation about the showing of the books.

6 A Mr. Seide, I think the first time he asked me, when the  
7 lay committee was there, and in order to impress, in my  
8 opinion, in order to impress the lay committee, he says, show  
9 me your books, and if you can't afford to pay it, my account-  
10 ants will come in and check your records and we'll make a  
11 contract that will fit your budget.

12 I says, I am not going to show you my books, I have no  
13 reason to show you my books. The only people I show my books  
14 to is the United States Government, and I didn't say that I  
15 can't afford it, I says, it will not keep my business in a  
16 proper balance.

17 Q What was it that led Mr. Seide to ask you for the  
18 books?

19 Something that you said?

20 A When he was asking for 40% and I was offering 2%.

21 Q Well, did you say anything about his offer which led  
22 him to --

23 A Of course.

24 I told him his offer was ridiculous, unrealistic and  
25 irrational.

1           JUDGE ROSENBERG: Is it the government's contention,  
2       Mr. Fish, if, in the course of bargaining, a Union asks for  
3       say 40%, and the Company says, I'll give you 2%, and the  
4       Union then says, show me your books, that that is a violation  
5       of Truitt?

6           MR. FISH: No, Your Honor.

7           But the government contends that is not what happened  
8       here.

9           THE WITNESS: Well, this is what Mr. Seide testified  
10      to.

11          Q       What Mr. Seide testified to, Mr. Cooper, is in the  
12      record and the Judge will evaluate it and consider it.

13          A       Very good.

14          JUDGE ROSENBERG: What he has testified to is in the  
15      record, too.

16          Aren't you belaboring this?

17          MR. FISH: No.

18          Just one more thing.

19          Q       In connection with this, Mr. Cooper, his request for  
20      the books, did you, prior to his asking for the books, did  
21      you tell him that you -- I can't, quote, "I can't give him  
22      the money he was requesting because our business economics  
23      would not be in proper balance to continue the business in  
24      a proper fashion?"

25          A       Of course.

1 Q So you used the words, I can't give him the money?

2 A Excuse me, I also said that he should drop dead when  
3 he was 125 years old.

4 But if you take it out of context --

5 Q Just --

6 A Put the whole context in.

7 Don't just say three words and drop off the end.

8 Q I understand.

9 A Say the whole statement over and I'll agree to it.

10 Q Did you tell Mr. Seide that I can't give him the money  
11 he was requesting because our business economics would not be  
12 in proper balance to continue the business in a proper fashion?

13 A That's correct.

14 Q Okay.

15 Then he then said, if you show me your books and let my  
16 accountants look at it, we will determine how much you can  
17 afford to pay.

18 Is that correct?

19 A That's correct.

20 Q You said as long as you are running the business, you  
21 will not show anyone the books, except for the government,  
22 right?

23 A Correct.

24 Q Then on other occasions, again you said, I couldn't  
25 give the Union the wages they are asking for, in order to

1 keep a proper balance in my business, and again he asked to  
2 see the books, and again you said, I'll only show my books  
3 to the government?

4 A That's correct.

5 Q Now, explain a little bit more what you mean by proper  
6 balance.

7 A Proper balance?

8 Proper balance is that I could have my business grow  
9 the way it has been accustomed to growing, I could reinvest  
10 whatever monies or profits we make to buy new equipment,  
11 because my business depends on it, to continually do the  
12 advertising that we do, to live in the same fashion that I  
13 am accustomed to living in, to draw the same salary, and if  
14 I possibly can, and that I haven't, or when I say I, I mean  
15 the four brothers, haven't taken the same percentage wages  
16 that we had given the men who worked for us. This to me is  
17 proper balance.

18 If I give the men who work for me a 10% raise, I think  
19 the executives of the Company are entitled to a 2% raise,  
20 which we hadn't taken.

21 Q I see.

22 So then basically, your testimony is if you would agree  
23 to the Union's offer, you would not be able to maintain this  
24 proper balance?

25 A That's correct.

1 A There is nothing in that paragraph that says that, nor  
2 is there anything in this paragraph that says --

3 Q That you?

4 A That says that the waiter came over and told Mr. Seide  
5 and Mr. Devins to please be quite. Nor does it say the  
6 language that they used.

7 I told you they are only memory joggers for me.

8 Q Now, subsequent to the -- to this June 19th meeting,  
9 there were subsequent negotiations, and phone calls with a  
10 mediator, et cetera, et cetera, and at some point in the  
11 negotiations, the Union offered a modified maintenance of  
12 membership clause, is that correct?

13 A He gave me a slip of paper telling me that the people  
14 in my plant had to pay dues or a rate equivalent to dues.

15 Q Right.

16 But wasn't there a time when the Union proposed a modi-  
17 fied maintenance of membership clause, which would only  
18 require new employees to become members of the Union, and  
19 that the old employees who were in the shop, would not have  
20 to be members of the Union?

21 A I think so.

22 Mr. Battone was present at that time.

23 Q Right.

24 But that offer was made to you?

25 A Yes.

1 Q That was rejected as well?

2 A Yes.

3 Q That offer did not require any of the current employees  
4 who you were so worried about, to join the Union, is that  
5 correct?

6 A The rejection was made on the basis that I would not  
7 have any man, whether he is in my employ now or later, be  
8 subjected or forced to pay maintenance, dues, tuition,  
9 tribute, to any organization.

10 Q I understand that.

11 A I have testified to this before.

12 Q But you did not give that as a reason to Mr. Seide for  
13 rejecting the Union security clause, either initially or in  
14 June?

15 In June, you indicated you weren't going to give it be-  
16 cause you had eighteen people in the shop and the Union had  
17 six people out.

18 Now, the Union offers you a clause which does not affect  
19 the eighteen people that are in the shop, only the new  
20 employees, and yet you still rejected that one, is that  
21 correct?

22 A Mr. Fish, everytime I spoke with Mr. Seide, the offer  
23 changed, whether it went up or it went down.

24 When I spoke to him, subsequent to June 19th, there was  
25 another offer. When I spoke to him in September, it was

1 A No, I did not.

2 MR. FISH: No further questions.

3 JUDGE ROSENBERG: I suppose at this point we should  
4 recess.

5 (Whereupon, there was a short recess taken in this  
6 hearing.)

7

8

9

10 JUDGE ROSENBERG: On the record.

11 Do you have any further examination of the witness?

12 MR. HUSBAND: No.

13 JUDGE ROSENBERG: The witness is excused.

14 (Whereupon, this witness was excused.)

15 JUDGE ROSENBERG: Call your next witness.

16 MR. HUSBAND: Jack Cooper.

17 Whereupon,

18 [REDACTED] JACK COOPER

19 called as a witness, was duly sworn and testified as follows:

20 JUDGE ROSENBERG: Be seated.

21 Give your full name and address.

22 THE WITNESS: Jac Cooper, 166-26 Powells Cove Boulevard,  
23 Whitestone, New York.

24 DIRECT EXAMINATION

25 Q (By Mr. Husband) Mr. Cooper, you work full time at Milbin

1 you're one of the owners?

2 A Yes.

3 Q Prior to the election in 1972, in September, did you  
4 have any discussions with employees in the voting group about  
5 the forthcoming election?

6 A Yes.

7 Q Did you speak to John Court about it?

8 A Yes.

9 Q What did you say to him about it?

10 A That the election looks like it's going to be a pretty  
11 close election, that we need every vote that we can possibly  
12 get.

13 Q Did you encourage him to vote against the Union?

14 A Yes.

15 Q Did you tell him that you -- that after the election,  
16 that you wouldn't take any action against those employees  
17 that were for the Union?

18 MR. FISH: Objection, Your Honor.

19 JUDGE ROSENBERG: What ground?

20 MR. FISH: He's leading the witness.

21 Ask him what was said.

22 JUDGE ROSENBERG: All right.

23 Overruled.

24 He's already asked the question. It's going to get  
25 down to that, anyway, after about five minutes of going

1 Q What did you say?

2 A I said, God only knows.

3 Q Did Mr. Gregory approach you about the Union, or any  
4 aspect of bargaining, after the election?

5 A Yes.

6 Q What? What did he say?

7 A He says, he suggested, he said, why don't you give me  
8 an offer, or make an offer to the men on the side, and let us  
9 decide for ourselves, you know, and -- instead of going into  
10 the Union and so forth.

11 I said, I can't do anything like that there, I says,  
12 you got the Union to negotiate for you, and that's who's  
13 supposed to negotiate.

14 Q Were you ever approached by Mr. Pallazola, after the  
15 election?

16 A Yes.

17 Q What --

18 A He asked me, what's new and so forth, and I used to  
19 work with Joe Pallazola quite close and I said, Joe, don't  
20 ask me any questions, because I wouldn't tell you anything,  
21 and we'll both be happier. He says, you're right.

22 Q Do you recall having a conversation with Mr. Seide,  
23 early in the negotiations?

24 Around Dan Cooper's office?

25 A Yes.

1 Q Do you recall what the conversation involved?

2 A I was called into the office, and I don't know, some-  
3 thing was said, and I said to my brother, look, there's no  
4 sense dealing with these people, because they're going to  
5 rake you right over the coals. I said, let's go brokerage,  
6 instead of running a plant. I said, they'll only kill you.

7 Q What will kill you?

8 A This Union, the full Union contract.

9 Q Did you have any discussions with Al Jannone, in 1972,  
10 prior to the election, regarding Merlino's work performance?

11 A Yes.

12 Q What were they?

13 A I approached Mr. Jannone several times, asking him that --  
14 telling him I want to get rid of Nick Merlino, and I showed  
15 him the reasons why, the difference, jobs that he had spoiled,  
16 or destroyed, and his production was very, very bad.

17 I said, it was -- he's been with us a length of time,  
18 and instead of improving, he's been going worse.

19 Everytime I did approach him, he says, I'll stick with  
20 him, teach him a little more and he'll be okay.

21 I said, Al, I think it's a useless thing, because he's  
22 not getting any better, he's getting worse.

23 Let him stick around, he says, I'll teach him better.

24 I says, well, okay.

25 Q How many occasions?

1 T CROSS EXAMINATION

2 Q (By Mr. Fish) Mr. Cooper, when you testified about the  
3 conversation you had with Mr. Seide, in the office --

4 A Yes?

5 Q (Continuing) -- can you tell us briefly again about  
6 that?

7 You didn't really go into too much detail about it.

8 Q I was called into the office, and they were discussing  
9 something, about the Union and so forth. I don't remember  
10 the incident.

11 I said, Dan, there's no sense going into discussion  
12 with these men, they're going to rake you over the coals,  
13 let's pack this whole thing in and go brokerage.

14 Q Did you say, get these guys out of here, words to that  
15 effect?

16 A I didn't say that.

17 JUDGE ROSENBERG: What do you mean by let's go  
18 brokerage?

19 THE WITNESS: Instead of having a printing plant, send  
20 out work on the outside.

21 Q Were you told at this meeting that there had been com-  
22 plaints made by the men about your treatment of them?

23 A I don't think it was that meeting.

24 Q Was there another meeting in which you were told this?

25 A They called me in and said that I am getting down their

1 neck or something like that, the men are complaining.  
2

3 I said, that's not true.

4 Q It was not true?

5 A That's right.

6 MR. FISH: I have nothing further.

7 JUDGE ROSENBERG: You may step down.

8 (Whereupon, this witness was excused.)

9 JUDGE ROSENBERG: Call your next witness, Mr. Husband.

10 MR. HUSBAND: Julie Cooper.

11 Whereupon,

12 JULIUS COOPER

13 called as a witness, was duly sworn and testified as follows:

14 JUDGE ROSENBERG: Be seated.

15 Give your full name and address to the reporter.

16 THE WITNESS: Julius Cooper. 67-11 185th Street,  
17 Flushing, New York.

18 DIRECT EXAMINATION

19 Q (By Mr. Husband) Mr. Cooper, you're one of the owners  
of Milbin Printing?

20 A Yes.

21 Q You work there regularly?

22 A Yes.

23 Q Do you recall having a discussion, sometime after the  
24 strike, with Mr. Jamnone?

25 A Yes.

1 a rather loud voice saying something to the effect that he  
2 would get even, that he would -- there would be a repercussion  
3 because of this. He would look to even the score because he  
4 was being laid off.

5 MR. HUSBAND: Nothing further.

6 MR. FISH: No questions.

7 JUDGE ROSENBERG: Do you have any further witnesses?

8 MR. HUSBAND: No further witnesses.

9 JUDGE ROSENBERG: Let's take a short recess while you  
10 determine whether or not you have any rebuttal.

11 MR. FISH: Thank you.

12 (Whereupon, there was a short recess taken in this  
13 hearing.)

14

15

16

17 JUDGE ROSENBERG: On the record.

18 Do you have any rebuttal, Mr. Fish?

19 MR. FISH: Yes, I have one witness, Your Honor.

20 Jack Devins.

21 Whereupon,

22 JACK DEVINS

23 called as a witness, was duly sworn and testified as follows:

24 JUDGE ROSENBERG: Be seated.

25 Give your full name and address.

1           THE WITNESS: Jack Devins, business representative,  
2 New York Printing Pressmen and Offset Workers Union, 200 Park  
3 Avenue South, New York, New York.

## 4           DIRECT EXAMINATION

5       Q     (By Mr. Fish) Mr. Devins, are you an official of  
6 Local 51?

7       A     Correct.

8       Q     Were you present at any of the negotiation sessions  
9 that were conducted with Milbin?

10      A     Quite a few.

11      Q     Do you recall being present when the subject of the  
12 Company's books came up at any of these sessions?

13      A     Yes, I was.

14      Q     Will you tell us, to the best of your recollection, how  
15 it came about that the request was made?

16      What was said and who said it?

17      A     After several meetings with Dan Cooper, he said he  
18 couldn't meet our figures.

19      Q     Then what happened?

20      A     Couldn't balance it out.

21      And we said, well, could we look at the books. He told  
22 us nobody looks at his books. We said, supposing we get a  
23 man from the outside and he refused us again.

24      Q     Did this happen on more than one occasion?

25      A     Correct. A couple of times we asked.

1 Q Was that the last one you attended?

2 A Yes.

3 Q All right.

4 Can you tell us what was the discussion in terms of  
5 Union security, and how did it come up?

6 A Well, we presented the contract and Dan Cooper more or  
7 less agreed to it. Just about to shake hands on it and Dan  
8 Cooper says, but there will be no Union security clause, and  
9 that's what broke everything.

10 Q What did the Union then say, after Mr. Cooper said that?

11 A Well, then we said that he did agree to it when we were  
12 in his office, and going over the contract, and he did agree  
13 to the clause the beginning of the contract. And the only  
14 words that he means by names that should be left out, was the  
15 Printers League. That name should be left out.

16 MR. FISH: No further questions.

17 CROSS EXAMINATION

18 Q (by Mr. Husband) Was that point of leaving out the  
19 Printers, changing the Printers League name, was that dis-  
20 cussed on June 19th?

21 A I believe so.

22 If that's the date.

23 Q Now, at the 19th meeting, you covered the June 19th  
24 meeting, you covered the economics.

25 Then, as a matter of fact, didn't Julie Seide say, now

1 then we'll also bring in the rest of the contract?

2 A I don't recall that there, if he said it or if he  
3 didn't say it.

4 Q You don't remember whether he said it?

5 A I don't recall him saying it.

6 Q You don't remember whether Mr. Seide mentioned Union  
7 security or not, do you?

8 A Julie didn't mention it, Danny brought it up first.

9 Q And you say that out of the clear blue sky, Mr. Cooper  
10 just said, no Union security?

11 A After we had agreed to the contract that we had drawn  
12 up for him, he had agreed, and then he said to us, but there  
13 will be no Union security clause.

14 Q Do you recall Mr. Cooper saying that he hadn't consid-  
15 ered Union security?

16 A He hadn't considered it?

17 Q Right.

18 Him saying that he hadn't thought about the Union security,  
19 at the June 19th meeting?

20 A I'm not following you there.

21 Q At the June 19th meeting, do you recall Mr. Cooper say-  
22 ing in your discussion, that he hadn't given any consideration  
23 to Union security?

24 A No.

25 I just remember him saying that it was out.

1 Q Did he tell you why?

2 A Well, then he said that we have five people out, or  
3 six people, I think, at the time, and I got eighteen people  
4 in.

5 Then he went into the spiel, he's protecting the people  
6 and so forth.

7 Q Now, when Mr. Cooper, during the early negotiations,  
8 criticized the Union's wage demands, didn't he say that accept-  
9 ance of them would keep the Company out of being in proper  
10 balance?

11 A He mentioned that a few times, yes.

12 Q You never heard Mr. Cooper say that he couldn't afford  
13 the contract, did you?

14 A Not them words, no.

15 Q Do you remember being at a meeting with -- Do you recall  
16 being at a meeting with Mike Cooper and Dan Cooper?

17 Early in the negotiations.

18 A I think I was with Mike a few times.

19 Q All right.

20 You were at the restaurant, eating lunch with Mike and  
21 Dan?

22 A I'm listening to you.

23 Q You were eating --

24 Do you recall a meeting at a restaurant, with Mike and  
25 Dan Cooper?

204a

General Counsel Exhibits

- 6 A
- 7
- 8A
- 8B
- 9
- 10
- 11
- 12
- 13



205a

General Counsel Exhibit 6A  
(Contract)

**SHOP RULES AND WAGE SCALES**

**CONTRACT**

for

**Book and Job Offices**

between

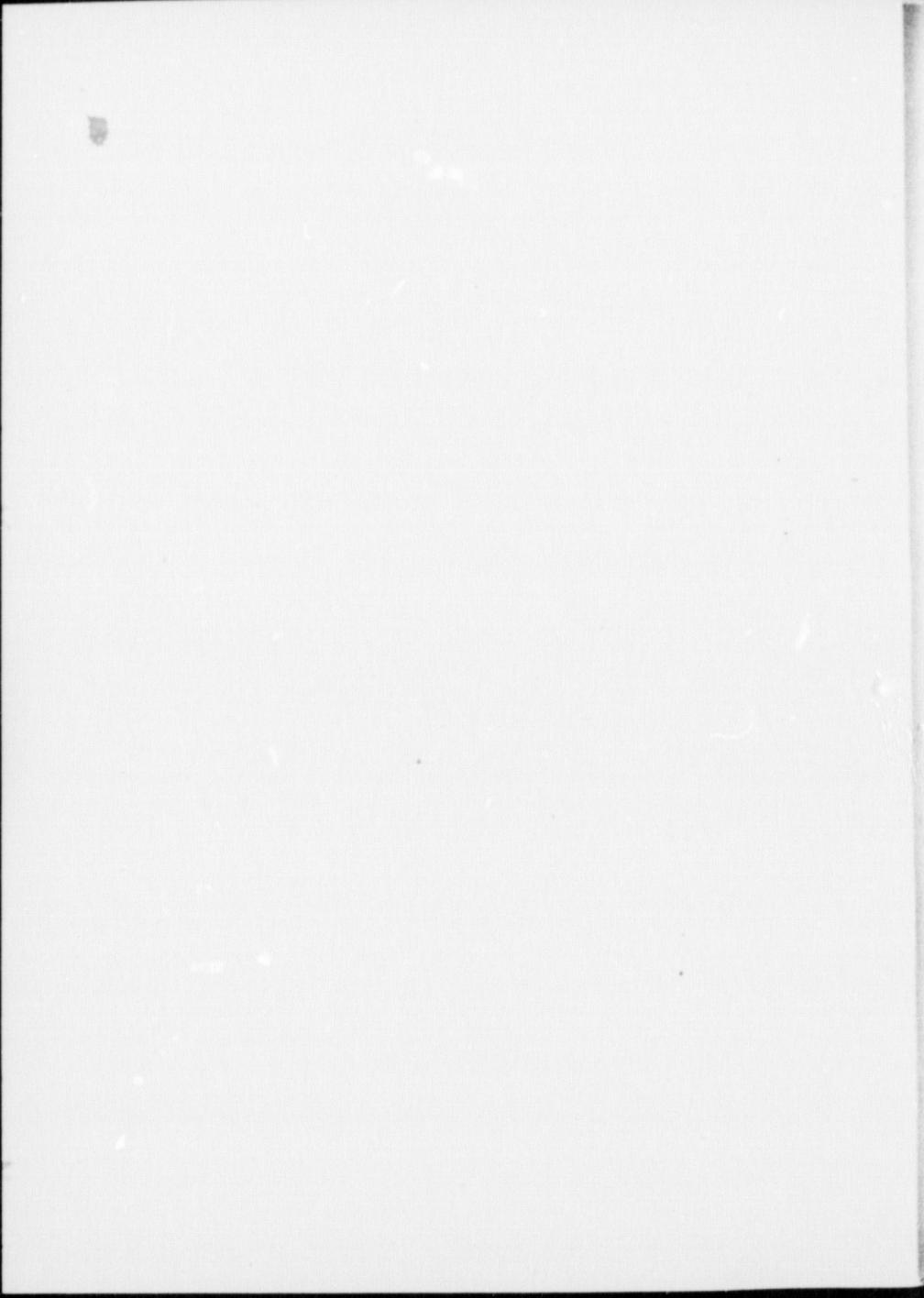
**Printers League Section  
PRINTING INDUSTRIES  
OF METROPOLITAN NEW YORK, INC.**

and

**N.Y. Printing Pressmen and  
Offset Workers' Union No. 51  
IPP & AU OF NA**

**1971-1974**





# **SCALE AGREEMENT**

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## **SHOP RULES AND WAGE SCALE CONTRACT FOR BOOK AND JOB OFFICES**

**between**

**PRINTERS LEAGUE SECTION,  
PRINTING INDUSTRIES OF METROPOLITAN  
NEW YORK, Inc.**

**and**

**NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS' UNION No. 51,  
IPP & AU of NA**

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## **PART I — IDENTIFICATION**

1. This wage scale and shop rules Contract made between the Printers League Section of the Printing Industries of Metropolitan New York, Inc., hereinafter called the "League," and New York Printing Pressmen and Offset Workers' Union No. 51, IPP & AU of NA, hereinafter called the "Union," shall govern all employer members of the League who recognize by signature this contract with the Union.

2. The League recognizes the Union as the exclusive representative for collective bargaining for all employees in the pressrooms of the employers, engaged as printing pressmen and apprentice pressmen as listed in the wage scales contained in

pocket at end of this Contract. It is further recognized and agreed that all prior practices being performed by employees covered by this Contract shall continue as heretofore.

3. It is mutually agreed that all employees engaged to work in a job classification set forth in this Contract shall be employed in accordance with the provisions of this Contract and shall be paid the wages specified for such classification. The only exception hereunder shall be an apprentice regularly indentured in accordance with the manpower ratio and other apprentice provisions applicable under this Contract. Any employee not a member of the Union at the time of employment must make application for membership in the Union after thirty days from date of hiring. Any employee accepted into membership in the Union shall, as a condition of continued employment during the term of this Contract, pay or offer to pay the regular monthly dues of the Union. In the event that an employer indicates his intent to hire additional employees covered under this Contract, he shall designate the position to be filled and will state how long he expects the position to last.

The League and the Union pledge, that they shall continue to practice no discrimination in employment in regard to race, creed, color or national origin.

4. It is understood and agreed, that if any provision of the previous Contract, excluded from this Contract solely because of the restrictions of the law is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then the parties shall immediately enter into discussions with a view to the restoration of such clause.

5. In the negotiations for a new Contract the League shall submit to the Union on or before 90 days prior to the expiration of this Contract, a list of members of the League who will accept and will operate under the terms of the new Contract; those firms only and new members of the League, and such other firms as may accept prior to the conclusions of negotiations by conciliation or prior to a decision through arbitration, shall be bound by the new scale and shop rules contract.

*Effective April 8, 1972, subject to the existing requirement of law for written authorization from the respective employees, the Employer shall deduct monthly from the earnings of the employees covered by this agreement the Union dues (which*

includes initiation fees and standard Union assessments) of such employees and forthwith remit same to the Union. Monies so deducted shall be deemed trust funds in the hands of the Employer.

The Union and the League will review and agree on the proper administrative implementation of the checkoff procedure.

### **Definition of Book and Job Office**

6. A Book and Job Office is an office which does printing for the public or for an individual firm or company, or one that operates a printing plant for the production of its own or others' weekly, semi-weekly, tri-weekly, or monthly publications, whatever the equipment of the foregoing may be, or whatever the hours of the day they may be operated.

### **PART II — DURATION**

7. All the terms as set forth in this contract shall be effective on April 8, 1971 and shall continue until March 3, 1974.

8. For the renewal of this Contract, the Union shall present to the League and the League shall present to the Union 90 days prior to the expiration of this Contract, a statement in writing of proposals for changes both in shop rules and scale of wages. All proposals shall be included in the first statement, subject to change in negotiations. Negotiations shall be entered into promptly following the interchange of proposals, and efforts made by each party with the other to conciliate points of difference.

### **PART III — SETTLEMENT OF DISPUTES**

The following rules shall govern all employees, employed by members of the League who are parties to this Contract, and employment is given and accepted under these conditions:

9. No precedents or previous conditions, rules or agreements, shall be recognized in any way or affect or modify these rules which are to be interpreted or changed only in accordance with the provisions of this Contract or through arbitration under the Arbitration Agreement between the League and the Union.

All employees are cautioned against any infraction of rules contained herein, as such will be the cause of discipline either by immediate dismissal or by complaint made through the League to the Union.

10. All complaints emanating from any party to this contract shall receive prompt acknowledgment and attention, and every effort shall be made to reach a prompt and satisfactory adjustment.

11. In the event of a difference arising between a member of the League and the Union, all work shall continue without interruption pending proceedings looking to conciliation or arbitration, either local or international, and the scale of wages and hours provided in contract between the parties and working conditions prevailing prior to the time the difference arose shall be preserved unchanged until a final decision of the matter at issue shall have been reached.

12. When a complaint is made, it shall be immediately transmitted to the organization to which the party complained of belongs. Such complaints to be adjusted within a period not exceeding 30 days.

13. The Chapel Chairman shall be the recognized official representative of the Union.

14. The Foreman shall be the recognized official representative of his employer in dealing with the Chapel Chairman.

15. Questions arising over the jurisdiction of the Union shall be determined in the same manner as any other disputes.

16. The Union's accredited representative may enter the pressroom at any time of the day or night. He shall, upon entry, report his presence to the business office. In the event the principal of the plant or his designated office representative is unavailable, or in the event the business office is closed, the man in charge of the plant shall be considered the official representative of the business office.

The Union's accredited representative shall be free to investigate complaints of violations, shall have the right to examine all working cards but shall not collect any dues or assessments and shall conduct his investigations in such manner as not to interfere with production. The Chapel Chairman shall be permitted to consult his Union regarding any alleged infraction of the Contract which in order to preserve harmony demands immediate

adjustment. In the case of any complaint made either by the League or the Union, the League and the Union reserve the right to jointly investigate the conditions. In case the Secretary-Treasurer or the President of the Union requests a copy of any pressroom payroll for the purpose of making correct returns of the earnings of members of the Union, he must be furnished same; provided the Union will pay the legitimate expense of making up such payroll, and, provided, further, that any request for payrolls from members of the League will be made to the Secretary of the League.

#### **PART IV — VACATIONS**

17. An employee covered by this Contract shall receive vacation credits per shift worked, less Withholding and Social Security taxes, based on the regular straight time base contract rate for the press and the shift upon which he is regularly employed in accordance with the vacation credit schedule shown in scale booklet. In the case of an employee who is employed on more than one press in any fiscal week, his vacation credits for that week shall be based upon the press on which he worked the majority of time during said week.

In the event an employee receives over-the-scale compensation he shall be paid per shift vacation credits in addition to the above in proportion to the amount of his over-scale compensation.

In the case of an employee leaving a firm before the end of the vacation year the employer shall pay earned vacation credits due within two weeks of the date of leaving. The number of days to be granted as a vacation to the employee shall be determined by dividing the total amount of vacation credits earned during the vacation year beginning April 1st and ending March 31st of each year, by the base Union rate per shift paid to the employee at the time of his vacation, but under no condition shall the vacation period exceed fifteen (15) full working days, subject to Section 20. Fractional parts of a day earned as a vacation shall be disregarded and only whole days shall be considered in granting vacations to the employees, provided, however, that this provision shall not offset the amount of vacation allowance to which each employee shall be entitled in accordance with the provision of this paragraph.

18. Vacation credits shall be paid to all employees who qualify and receive holiday pay, when no work is required.

19. Employees shall receive vacation credits for each shift worked including 6th and 7th day employment and credits for paid holidays. Vacation credits computed on the formula of 220 vacation credits to establish four (4) weeks vacation pay. Vacation credits shall be directed on a monthly basis to the Vacation Depository Fund.

20. *Effective April 8, 1971*, four (4) weeks of the vacation is mandatory and cannot be cumulative from year to year. The period during which two (2) weeks of vacation shall be taken must begin April 1st and end October 31st, and all such vacations must start and end within this period, and the days of such vacation must be consecutive. The third and fourth weeks of vacation may be taken in periods of two consecutive weeks, or one week increments at any time during the year, but in all cases, the days must be consecutive.

Prior to March 1, 1972 and prior to March 1, 1973, the Union and the League shall review the employment situation in the industry and, if economic conditions warrant, shall waive the mandatory provisions of the fourth week vacation.

Employees absent who receive Compensation under the terms of either the Workmen's Compensation Act or the New York State Disability Law or the New York Pressroom Unions-Printers League Welfare Trust Fund shall receive such days including the waiting period as credit toward the number of days worked that they are required to be eligible for vacation credits under the terms of this section for 90 days in each contract year.

21. The foreman of each office shall designate the time when the employee shall go on vacation which shall be so arranged as not to interfere with the efficient operation of the office. However, where the nature of the work permits, employees shall have preference to the choice of vacation time so designated in the order of their length of service in that office.

The foreman of each office shall post not later than March 15th of each year the vacation schedule of employees covered by this Contract.

22. Payments for vacation credits for apprentices shall be computed on the percentage basis of the journeyman wages rates as provided for in this Contract.

23. When employees are on scheduled vacations, they are not eligible for employment in any other pressroom.

## PART V — WORKING CONDITIONS

### Hours

24. DAY SHIFT: 35 hours of 7 consecutive working hours for five consecutive days. ~~Monday to Friday inclusive constitute a week's work, the hours to begin not later than 7:30 a.m. and 5:30 p.m.~~

*Effective July 2, 1971, the above shall be changed to read as follows:*

DAY SHIFT: Monday through Thursday: Seven consecutive hours (exclusive of time for lunch) shall constitute a day shift, the hours to be between 7:30 a.m. and 5:30 p.m.

Friday: Six and one-half consecutive hours (exclusive of time for lunch), the starting time and lunch period to be the same as Monday through Thursday, shall constitute the Friday day shift. Provided, when an employee is not scheduled to work on a Friday because of a paid holiday, the six and one-half hour provisions of the Friday shift shall be applied to the Thursday shift.

25. NIGHT SHIFT: 35 hours of 7 consecutive working hours for five consecutive nights Monday to Friday inclusive shall constitute a week's work, the hours to begin not later than 8:00 p.m. and on the eve of a holiday not later than 6:00 p.m.

*Effective July 2, 1971, the above shall be changed to read as follows:*

NIGHT SHIFT: Monday through Thursday: Seven consecutive hours (exclusive of time for lunch) shall constitute a night shift, the hours to begin not later than 8:00 p.m., and on the eve of a holiday, not later than 6:00 p.m.

Friday: Six and one-half consecutive hours (exclusive of time for lunch), the starting time and lunch period to be the same as Monday through Thursday shall constitute the Friday night shift. Provided, when an employee is not scheduled to work on a Friday because of a paid holiday, the six and one-half hour provisions of the Friday shift shall be applied to the Thursday shift.

26. THIRD (LOBSTER) SHIFT: 31 $\frac{1}{4}$  hours of 6 $\frac{1}{4}$  consecutive working hours for five consecutive nights, Monday to Friday inclusive.

27. When a plant operates 24 hours per day for a continuous period of one week or more, every effort must be employed to establish a third shift.

28. When time is called, employees must be at their appointed stations ready to work, and shall remain there and at work until the calling of time at the end of that period. Time shall be called by the method employed in each individual shop.

29. Any employee who is found guilty of falsifying time cards, or records, or ringing up someone else's time card, or causing someone to ring up his time card, shall be immediately discharged and shall forfeit his right to pay for the time falsified. The facts of the matter concerning such employee shall be reported in writing to the League and to the Union, which shall impose adequate penalty and report to the League and the employer on the action so taken.

30. There shall be no eating, chapel meetings, or gatherings of employees during the hours of labor.

### **Lunch Time**

31. Lunch time may be arranged by mutual consent, but the foreman cannot keep an employee more than four and one-half hours before allowing a reasonable time for lunch, except in cases of emergency. Any regular employee compelled to work during lunch time must take the regular time off for lunch when the other employees return to work.

Price and one-half shall be paid for work during lunch period on each occasion worked.

32. Forty-five minutes, unless otherwise mutually agreed, shall be allowed for lunch time, as near the middle of the working period as practicable.

33. Whenever an employee is required or permitted to work overtime before and/or beyond regular shift hours one hour and one-half, one-half hour shall be allowed to obtain lunch; thereafter he shall be entitled to another lunch period of one-half hour for every four hours of actual overtime worked. Lunch time shall be paid for at overtime rates of the period within which it occurs; provided, that when an employee is required to work overtime for less than one hour and one-half, the above provision shall not apply.

### **Holidays**

34. Legal Holidays: The following are the recognized holidays, and no new holidays shall be observed except by mutual

consent of the Union and the League: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Thanksgiving Day and Christmas Day.

~~The employer hereby agrees to pay to regular employees, both journeymen and apprentices, a day's pay at straight time rates when no work is required for all recognized holidays listed above (or days celebrated as such).~~

To qualify for holiday pay, an employee must work, or stand ready to work, the four regular working days of the calendar week in which the holiday occurs, unless ill or excused by management, except where a new employee starts work on the first day of the week in which a holiday occurs and is previously notified that the duration of his employment shall be less than four days in that week.

It is agreed that an employee laid off during the calendar week of the holiday stands ready to work and qualifies for holiday pay. However, an employee employed in a shop three months or longer temporarily laid off in the week preceding the week in which the holiday occurs shall qualify for holiday pay. Where an employee employed in a shop three months or longer is permanently laid off in the week preceding the week in which the holiday occurs, he shall qualify for holiday pay if the layoff occurs within three working days of the contract recognized holiday. No employee can qualify for, or obtain pay for a contract recognized holiday from more than one employer, and no employee out ill or laid off can qualify for pay for more than one contract recognized holiday during a given illness or layoff.

When a holiday falls on a Saturday, it shall be celebrated on the Friday preceding the Saturday holiday. In the event the employee is required to work on such holiday, he shall receive Saturday rates for such work in addition to the shift's pay specified for such holiday. If required to work overtime, the Saturday rates for such work shall prevail.

An employee called in to work on a contract recognized holiday shall receive time and one-half for the first half of the shift and double time for the second half of the shift in addition to the day's or night's pay specified for such holiday when no work is performed. Any time worked before or after the regular hours of the shift on a contract recognized holiday shall be paid for at triple time. An employee called in to work on Saturday night

when it is the night of the holiday shall be paid for the Saturday night shift as provided in Section 41 in addition to the night's pay specified for such holidays when no work is performed.

35. For the night shift the holiday shall be the night of the holiday and for the odd shift (lobster) the holiday shall be the morning following the holiday.

36. Sundays shall be charged at double time rates; any portion worked of the regular hours of the shift of such day shall be considered a day's work. Any time worked before or after the regular hours of the shift of such day shall be paid for at triple price.

### **JURY DUTY**

37. Regular journeymen employees and apprentices required to be absent from employment to serve on a jury or day of qualification shall be paid regular wages minus any pay received as juryman for a maximum of fifteen (15) days during the life of the contract, in addition to day of qualification. Such absence shall be supported by a statement signed by the clerk of the court certifying as to each day of jury duty. To be eligible for such payment, the employee must inform his foreman in writing of the call to qualify or to jury service within twenty-four (24) hours, exclusive of Saturdays and Sundays.

### **DEATH LEAVE**

38. In the event of death in the immediate family of a regular journeyman employee or apprentice, such regular employee shall be granted three (3) days leave without loss of pay provided such three (3) days fall within the regular employees' regularly scheduled work week. For the purpose of this paragraph, "immediate family" shall include spouse, parent, children, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or any legal dependent as defined by the Internal Revenue Code and Regulations.

39. It is mutually agreed that for purposes of determining eligibility for Jury Duty pay and Death Leave as provided in Sections 37 and 38 above, regular employees are defined as follows:

1. An employee who is currently employed in the plant at the time of the claim and who has worked in that plant for a minimum of five (5) consecutive working days prior to such claim and for not less than thirty (30) regular working days during the preceding three month period; or

2. An employee who is currently employed in the plant at the time of the claim and has been steadily employed by that plant during the past year but whose five (5) days of consecutive employment at the time of the claim has been interrupted by reason of illness or temporary layoff.

### **PAID SICK LEAVE**

40. Effective date of ratification, an employee employed in an office covered by this contract who worked 110 days in one contract year shall receive in the following contract year five (5) days of paid sick leave.

Unused sick leave shall be paid for in cash each anniversary date of the contract. Unused sick leave paid in cash on the anniversary date of the contract shall not require the payment of vacation credits.

An employee whose employment is terminated for any reason shall receive in addition to sick leave earned in the previous contract year one day's paid sick leave for each twenty-two (22) days worked in the contract year in which his employment is terminated.

In crediting the number of days worked toward the first day of sick leave benefit the full 22 days must be worked. For those who earn more than one but less than five (5) days' sick leave benefit, the major fraction of 22 (12) days shall result in an additional full day's sick leave benefit. In making the count of days required by this section, credit shall be given for days paid for (but not worked) pursuant to this agreement as holidays, jury duty, paid sick leave and bereavement leave.

No employee employed in a firm covered by this contract shall be eligible to earn more than five (5) days' sick leave in each contract year. An employer shall not be required to give credit toward sick leave to employees who have acquired full credit in a contract year in any other firm or combination of firms having book and job contracts with New York Printing Pressmen and Offset Workers' Union No. 51.

Time off for which an employee receives paid sick leave shall be included in the schedule of days worked for which vacation credits are paid and for which welfare and pension contributions are made.

Employees absent who receive compensation under the terms  
of either the Workmen's Compensation Act or the New York State Disability Law or the New York Pressroom Unions-Printers League Welfare Trust Fund shall receive such days including the waiting period as credit toward the number of days worked that are required to be eligible for sick leave under the terms of this section for 90 days in each contract year.

### **Overtime**

41. Overtime: Price and one-half for the first four hours of actual work after which double price for the second four hours and triple price thereafter. Less than one-half hour at overtime rates shall not be worked or paid for when overtime is worked.

When a Saturday day shift is worked, employees shall receive time and one-half for the first half of the shift and double time for the second half of the shift; if required to work before or after the regular shift hours, they shall be paid at the rate of triple price.

When a Saturday night shift is worked, employees shall receive time and one-half for the first half of the shift and double time for the second half of the shift; all time worked before or after the regular hours of the shift shall be paid for at triple price; provided, however, that where it is shown to the Joint Conference Committee that it is necessary to operate a Saturday night shift to the mutual advantage of parties to this Contract, the said Committee is authorized to determine the conditions under which such Saturday night shift shall be operated.

### **Early Call**

42. Employees called to work one hour or less before the regular starting time of their shift shall be paid price and one-half up to the regular starting time of their shift; if called to work more than one hour before starting time of their shift, double price shall be paid for all time worked up to the regular starting time of their shift.

### **Ten-Hour Rule**

43. Ten hours must intervene between time of quitting and starting work. An employee reporting at the end of the ten-hour period immediately following the usual day's work shall be paid at the rate of single time. An employee ordered to report to work at the regular starting time of the shift, before the expiration of the ten-hour period shall be paid at overtime rates until the ten-hour period has expired. An employee working the major portion of any shift that he starts v' h must be paid for the full day.

### **Subs and Extras**

44. When an employee is hired, he shall report for work within a reasonable time, not to exceed one hour; or, if hiring occurs on the day before, he shall report at the regular hour for beginning work, or forfeit any time lost thereafter.

45. Employees shall receive a full day's or full night's pay when called in to work on extra jobs, unless they are employed for one full day or one full night immediately following the day of their engagement, in which case they shall only be paid for the actual time worked. This shall not apply to employees discharged for incompetency after trial, in which case they shall be paid for actual time worked.

46. A substitute put on for an employee who has quit or failed to keep his engagement to work shall be paid by the employer only from the time he actually began work and at the regular rate. Any excess shall be paid by the derelict employee.

### **Payment of Wages**

47. Payment of wages shall be made weekly in cash not later than seventy-two hours after the close of the fiscal week, excepting where Saturday, Sunday or holidays intervene, and not more than seven working days shall elapse between pay days. Payment by check is permitted provided it is done in conformity with the New York State law. When a legal holiday falls on pay day, payment of wages shall be made on the day preceding the holiday.

48. Each and every employee must refuse to perform any work whatsoever in an office which has not paid wages in full

for previous week's work as herein stipulated; said prohibition to remain on said office until all employees have been so paid. No further action by the Union shall be necessary when wages have not been so paid.

### **Quitting Work, Lay-offs and Discharges**

49. Any employee, who is a member of the Union, who quits his position or fails to keep an engagement to work without reasonable notice or excuse to the one in charge or without putting on a competent substitute, shall be subject to discipline by the Union by fine or otherwise.

50. An employee who quits or who refuses to comply with the instructions of the foreman or the one in charge, which shall be deemed equivalent to quitting, after beginning a day's work, shall be entitled to no compensation for any part of that day. Sickness shall be the only accepted excuse for an employee quitting short of his time.

51. Employees who have been employed in an office who have not been previously notified of their being laid off, and employees who have been ordered to report for work and report at the usual time, shall receive a full day's or night's pay if not put to work, except in case of fire or unavoidable cause.

52. The employer shall be reimbursed by the employee through the Union at the regular rate of wages for all time lost the first day or night through an employee quitting or failing to keep an engagement to work if the employer makes a reasonable effort to secure a substitute.

53. In cases where employees are laid off before the regular pay day they shall be entitled to, and shall immediately receive, whatever sum may be due them, on demand, provided men so laid off on any other than the day shift shall receive their pay on demand the next working day and if not paid before 12 o'clock noon, every hour lost thereafter in waiting must be paid for at the rate received while working.

54. Employees ordered by foremen to report for work shall, upon so reporting, become entitled to a day's or night's pay. (This section is subject to Sections 44, 45 and 46).

55. No employee shall be paid for less than a full day unless he be discharged for incompetency or for disobedience of rules. If employed for more than one full day, he shall be paid only for

the time actually worked the first day, provided this rule shall not apply in case of tardiness of regular employees or time taken off at employee's own volition. (This section is subject to Sections 44, 45 and 46).

56. An employee cannot quit, or be laid off or discharged, without reasonable notice and the Chairman must be notified. Forty-eight hours before the close of the last working day shall be considered reasonable notice for layoff of regular employees except in case of fire or unavoidable cause; and except in case of fire or unavoidable cause there shall be no layoff or discharge of an employee by telephone or telegram. Temporary employees and substitutes hired for jobs of limited duration only shall not be laid off without reasonable notice. Notice of layoff not later than the start of the regularly scheduled lunch period on the day or night of layoff, as the case may be, shall be considered reasonable notice for such temporary employees.

For purposes of this Section an employee shall be considered a temporary employee and/or substitute if upon hire he is told (1) that he is being hired specifically to take another employee's place who is out ill or out for any reason on other than a permanent basis; or (2) that he is being hired specifically for a given job which has come into the shop and this employment will terminate when that work is completed. Also, any employee who has not worked in a plant for a minimum of five (5) consecutive working days prior to the layoff and for not more than twenty (20) regular working days during the three months preceding the layoff, shall be considered a temporary employee.

Any employee quitting his position must notify the foreman forty-eight(48) hours prior to the close of his last working shift that he will be quitting his position, or forfeit the pay of two shifts if he fails to give such notice. This penalty shall not apply, however, where an employee quitting his position because of recall to another shop advises the office directly upon being notified of such recall.

57. In the event of discharge or layoff of an employee, if he considers that he has been discriminated against, upon demand the foreman shall give the reason for discharge in writing, and the employee shall have the right to trial before a Joint Committee consisting of three members of the League and three members of the Union, which Joint Committee shall select a Chairman from their number. After considering all of the evidence in connection with the reason assigned for discharge, effort

at agreement shall be made, and if a decision is reached, it shall be final and shall be so accepted by both parties to the controversy. If agreement cannot be reached, the Committee shall select a seventh man, and the decision of the Committee thus constituted shall be final.

58. When the foreman finds it necessary to reduce the force, employees may be rotated or laid off as the nature of the work requires. The Chapel Chairman shall not be discriminated against in the rotation of the force.

Employees with nine months or more length of service in an office shall have seniority rights and the right of recall in that office as set forth below.

When the foreman finds it necessary to decrease the force other than by rotation and such layoff affects employees with nine months or more length of service in an office, such decrease will be accomplished by the laying off first of the person or persons last employed as the nature of the work may require.

Employees in an office for more than nine months who have demonstrated their competence in that office to perform other than the job classification for which they were hired shall have preference to such other work over employees with lesser length of service in that office.

However, an employee claiming other work to avoid layoff to reduce the force shall be physically qualified and capable of performing all journeyman skills including make-ready, register, etc., required on such work, and shall not be exempt from discharge if unqualified or incompetent.

The obligations of recall by an office shall cease where it notifies the Union of its intent to fill a position of a laid off employee entitled to recall.

An employee's seniority rights and right of recall shall cease 120 days after date of layoff.

The Union shall be notified no later than 36 hours preceding the day an employee is to report on recall. The Union shall notify the office promptly whether or not an employee is returning, but in any case not later than noon of the shift preceding the day the employee is to report. Nothing in the above shall interfere with the employer's right to fill the job temporarily in the meantime.

Such employee shall lose all seniority right and rights of recall in that office if he does not make himself available on re-

call unless sick or hospitalized. The employer may require evidence of illness.

A letterpressman who is brought over to be trained in offset shall not lose seniority rights on those letterpresses on which he has demonstrated his competency in that office. However, his seniority rights in offset shall not commence until he has been used by the office in offset for a period of one year at which time the office shall designate whether he is competent in offset. An employee's seniority rights in offset shall be determined by only the number of years used in offset by that office. However, his time in offset shall be added to his letterpress years as a basis for his letterpress seniority.

Nothing in the above shall interfere with the right of the office to transfer employees freely from one class of work to another without regard to length of service.

No employee can hold seniority status in more than one office.

59. Members holding Union office shall retain their seniority in the plant in which they last worked and their tenure in office shall be added to their seniority. If at such time a member holding Union office returns to the plant in which they hold seniority, they must demonstrate competence on the equipment in that plant.

### **Sanitary Conditions**

60. The employer shall furnish at all times a healthful, sufficiently ventilated, properly heated and well-lighted space for the performance of all work and all sanitary conditions shall be in accordance with the laws of the State of New York and the New York City Health Codes. Employers covered by this Contract shall also maintain, as a minimum, locker facilities for hanging clothes during working hours.

The parties agree that, during the life of the contract, a health and welfare study will be made in the interest of safeguarding the health and welfare of the employees covered by this contract.

Any expenses related to such study shall be borne by the Relocation, Education, Retraining Fund.

## **PART VI — WELFARE TRUST FUND**

61. The League and the Union have executed a separate agreement which is included in the back of this Contract providing for the establishment of a Welfare Trust Fund for the benefit of all journeymen and apprentice employees covered by this Contract.

## **PART VII — PENSION FUND**

62. The League and the Union have executed a separate agreement to provide pensions for journeymen and apprentice employees covered by this contract. This agreement provides that the members of the League shall contribute to a Fund to be known as the Printers League-Pressroom Unions Pension Fund and that each member of the League shall contribute the sum of one dollar and eighty cents (\$1.80) (\$1.95 with vacation adjustment) for all shifts worked and paid for in any fiscal week for each journeyman and apprentice employee covered by this contract.

*Effective April 8, 1972,* the above shall be changed to read as follows:

Effective April 8, 1972, in addition to the wages as set forth, the League and the Union have executed a separate agreement to provide pensions for journeymen and apprentice employees covered by this Contract. This agreement provides that the members of the League shall contribute to a Fund to be known as the Printers League-Pressroom Unions Pension Fund and that each member of the League shall contribute weekly the sum of five percent (5%) of gross earnings of each journeyman and apprentice employee covered by this contract.

Payments to the Trust Fund hereinabove mentioned shall be accepted from employers not presently members of the Printers League Section but having substantially similar collective bargaining agreements with the Union and, to the extent that the Trust Agreement may so provide, from the Union for its officers and employees, and the Fund for its Administrator and office employees, provided that such payments shall be made on the same basis as herein set forth.

Any contributing Employer who fails to make contributions to the Fund as required shall be liable for expenses of collection (at 25% of amount owed the Fund) incurred by the Trustees, and for interest at the rate of 6% on the amount owed the Fund.

This separate agreement as executed shall not be the subject of further negotiations between the parties prior to March 3, 1974.

## **PART VIII — E., R. & S.U.B. AND INCOME SECURITY FUNDS**

63. Relocation & Displacement/Education & Retraining Funds: To be combined as one jointly Trusteed Fund between Printers League and Local 51 to be hereinafter called New York Printing Pressmen Union 51, Printers League Education, Relocation and Supplemental Unemployment Fund (E., R. & S.U.B.) Effective April 8, 1971 contributions to be 1½% of gross earnings for journeymen and apprentice employees. Effective October 1, 1971, contributions to be at the rate of 2% of gross earnings for all journeymen and apprentice employees. The combined Fund will necessitate a new Trust Agreement and the scope and objectives of the resultant Fund will be broadened.

64. Effective April 8, 1971 the New York Printing Pressmen and Offset Workers' Union Local 51, Printers League Income Security Fund was formed. Contributions paid by the Employer are \$1.40 plus 12¢ vacation adjustment, totalling \$1.52 per shift, five shifts per week maximum.

The purpose of this Fund is to provide a balanced program in which a member has cash liquidity at retirement in addition to his pension and Social Security. This plan also provides a member the advantage of a combination of fixed dollars and equity dollars.

## **PART IX — PRESSROOM FOREMEN**

65. Where there is more than one pressman employed there shall be a foreman and he shall be the only person to whom application shall be made for a situation. He shall be the only person for employing and discharging employees.

66. No foreman shall run a press or cut or manufacture overlays where there are more than seven cylinders running.

67. There shall be a working foreman employed in all departments of offset and rotogravure preparatory work, where there are seven or more journeymen employed.

68. In book and job and magazine presses no foreman shall take charge of a pressroom having more than twenty (20) presses, either cylinder or rotary, without an assistant foreman on the floor. Where pressrooms are divided or on separate floors, they shall be considered as separate pressrooms, except where the total number of cylinder and rotary presses does not exceed twenty (20) presses. Any number of presses over forty (40) to be regulated according to the spirit of this section.

69. Two-color or perfecting flatbed, two-color Harris, sheet-fed rotary and web presses, shall count as two in the complement. Multi-color newspaper web presses shall count as four in the complement.

70. All orders for the pressroom shall emanate from the foreman, who shall be considered the representative of the employer. Any complaint over orders issued or action taken by the foreman, in pursuance of his duties as foreman, shall be disposed of in the same manner as other disputes arising under these rules. The foreman may be a member of the Union.

Foremen who are not now members of the Union shall be given the opportunity to join the Union, but their employment status shall not be affected by their decision. Foremen created subsequent to the effective date of this contract, if not already members of the Union shall be subject to the provisions of Section 3 of the contract which requires employees to make application for membership in the Union after thirty (30) days from date of hiring.

71. Any foreman who operates presses either before or after his regular shift hours or on Saturday, shall be paid overtime for such mechanical work. However, no foreman shall displace any employee regularly engaged in the operation of such presses except in cases of emergency where such regular employee is not available. Nothing in this section shall prevent foremen coming in for supervisory purposes at any time.

72. Where there are more than fourteen job presses in operation, the foreman shall not operate a press. All types of automatic machines shall count as two in the complement of presses.

73. For fifteen or more job presses an assistant foreman is required.

74. Where cylinder and job pressrooms are separate departments and more than one job pressman is employed, one shall

act as working foreman. This shall not apply where there is a general pressroom foreman in charge. The foreman of the pressroom must be a journeyman pressman.

## **PART X — CHARACTER OF WORK**

75. An employee may be assigned to any position other than the position for which he was engaged, with the provision that if such other position carries with it a higher scale than the scale he has been receiving, he shall receive while filling that position the scale provided for the same. In no case shall an employee be paid for such temporary work at a scale lower than he has been receiving at his regular position.

76. No person, except a journeyman, brakeman, tension man or an apprentice pressman who has served six months of apprenticeship shall be allowed to work at the cutting of primary overlays for illustration.

77. An assistant or apprentice shall do whatever is essential in the judgment of the foreman or the pressman that will assist in the preparation and operation of the press to which he is assigned.

## **PART XI — COMPLEMENT OF MEN**

78. The complement of men required when a press is running shall be employed while the press is being made ready. They shall be subject to the direction of the foreman to do any work required of them, provided such work shall not displace a regular employee. In the event of any press working overtime the man employed on said press shall be given preference to the overtime, except in cases of emergency.

79. A pressman may run not more than two single cylinder presses (68 inches or under), two automatic cylinder presses, one perfecting press, one two-color press, one sheet fed rotary, one cylinder over 68 inches. He shall not run more than one automatic cylinder press up to and including 23 inches on halftone or color work without an assistant nor shall he run more than one automatic cylinder press over 23 inches up to and including 42 inches without an assistant. No pressman shall run two presses on separate floors.

Job pressmen on platen presses shall not operate more than four hand-fed platens or two automatic platens.

Two platens in combination rated as one automatic platen or one automatic cylinder.

Job cylinder pressman shall not operate more than two automatic cylinder presses.

On combination jobs, not covered by this Contract, the scale of the highest rated press shall apply.

Where work schedules make it necessary for an office to run flat-bed 46 inches and 56 inches multi-color letterpresses at less than full color capacity, the complement required for such work shall be that of the lesser color press except that no employee may be laid off as a result of operating the press with the reduced complement.

Special machines not covered by this Contract shall be settled by mutual consent.

Complement for Duplicators, Multoliths and small offset presses up to and including 20 inches (all press sizes refer to the larger dimensions of the maximum size of the sheet).

15 in. and under —

1 press assistant for one

1 pressman (job) for two

Where above presses have two heads or color cylinders —

1 pressman (job) for one

16 in. up to and including 20 in. —

1 pressman (job) for one

1 pressman (cylinder) for two

Where above presses have two heads or color cylinders —

1 pressman (cylinder) for one

Pressmen presently operating duplicators and multilith presses 15" and under may not be laid off as a result of the office being permitted to run one such press with a press assistant nor may they cause the layoff of any other pressman by being shifted to other productive work.

Complement of Men on Sheet Fed Offset Presses over 20":

Single color offset presses:

over 20" up to and including 33" —

1 pressman per press

34" up to and including 61" —

1 pressman and 1 assistant

62" and over—

1 pressman, 1 assistant and 1 tender

Two color offset presses:

\*Up to and including 33"—

1 press ..... 1 pressman and 1 job assistant  
2 presses .... 2 pressmen and 1 job assistant

\*Where such press is used on proving work,  
job assistant shall not be required.

34" up to and including 61"—

1 pressman and 1 assistant

62" and over—

1 pressman, 1 assistant and 1 tender

Four-color offset presses:

Up to and including 50"—

1 pressman and 2 assistants

51" up to and including 61"—

2 pressmen and 1 assistant

62" and over—

2 pressmen, 1 assistant and 1 tender

In the interest of training qualified offset journeymen, a pressman may be utilized to replace an assistant in the complement of any offset press.

It is understood that this provision may be put into effect only where mutually agreed with New York Press Assistants and Offset Workers' Union No. 23, New York Printing Pressmen and Offset Workers' Union No. 51, the League and the Company. It is further understood that the purpose of this provision is to enable a Company whose offset operations are being expanded through the addition of new offset presses or the increase in number of shifts to train journeymen pressmen in its employ on offset press work by temporarily replacing the assistant pressman in the complement for such presses.

The pressman who is selected by the Company for such in-plant offset training shall have been in the Company's employ one year or longer and the assistant pressman taken off the press during the period the training program is being conducted shall not be laid off nor may he cause the layoff of any other press assistant in the plant by being assigned to other productive work. Unless it is otherwise mutually agreed the training period under this provision shall not exceed three (3) months in any given instance.

The complement of men on web fed offset presses shall be as follows:

When running 1 or 2 rolls, folded sheets, the complement of men on web offset presses shall be as follows:

WEB WIDTHS	1 unit	2 unit	3 unit	4 unit	5 unit
	2 plate cyl.	4 plate cyl.	6 plate cyl.	8 plate cyl.	10 plate cyl.
18" up to and including 30"	1 pressman 1 assistant 1 fly boy*	1 pressman 1 assistant 1 fly boy*	1st & 2nd pressman 1 assistant 1 fly boy*	1st & 2nd pressman 1 assistant 1 fly boy*	
31" up to and including 38½"	1 pressman 1 assistant 1 fly boy*	1 pressman 1 assistant 1 tender 1 fly boy*	1st & 2nd pressman 1 assistant 1 fly boy*	1st & 2nd pressman 1 assistant 1 tender	1st & 2nd pressman 1 job 1 pressman 1 assistant 1 tender
39" up to and including 55"	1 pressman 1 assistant 1 tender	1 pressman 2 assistants	1st & 2nd pressman 1 assistant 1 tender	1st & 2nd pressman 2 assistants	

\* — When the 3rd and 4th rolls are running, the complement shall be that specified by contract except that the Tender may perform the duties of the Fly Boy.

The complement shall be the same where 1 or 2 rolls are running; where 3 or 4 rolls are running a tender shall be added to the above complement.

In instances when less than all units of a two or more unit press are in operation, the complement shall be that for the number of units operating except that no number of the press crew of such press may be laid off as a result of operating the press with the reduced complement or cause the layoff of any other pressroom employee by being shifted to other productive work.

It is further recognized and agreed that all prior practices in regard to manning and operation of business forms presses covered by this contract shall continue as heretofore.

80. COMPLEMENT OF MEN ON WEB AND ROTOGRAVURE PRESSES: A first pressman on all book and magazine web presses. Second pressman required on double-roll book and magazine web presses of any size when two rolls are running or on single-roll book and magazine web presses having one or more of the following attachments when in operation: stitching, pasting, covering or inserting; and on single-roll book and magazine web presses 60 inches or over, having one or more color attachments in operation. Second man required where the details of the work make it necessary. Brakeman pressmen required on all size book and magazine web presses. Tension pressmen required on all offset rolls while in operation. Operator required for one or two automatic feeders, more operators required where the details of the work make it necessary. On newer type book and magazine web presses not now operating in New York City it is agreed that the complement of men will be settled by mutual agreement as provided in Section 81 taking into account current competitive operations of such presses. On web presses, other than book and magazine, complement of men to be settled by mutual agreement as provided in Section 81. In the event of the proposed introduction of 7/0 Miehle presses not now operating in New York City for the purpose of holding work in the City or bringing new work into the City it is agreed that the complement of men will be settled by mutual agreement taking into account current competitive operation of such presses.

A 64-page Hoe, two-color web press shall be manned with a basic press complement of three men, namely, a first pressman, a second pressman and a brakeman pressman; with a fourth press-

man (who may be an apprentice) required during the make-ready only.

A pressman may not run more than one rotogravure press. Rotogravure presses up to and including 14 inches with up to and including 5 units shall be run by one pressman and one assistant. A second pressman (brakeman) shall be employed on rotogravure presses 14 inches up to and including 36 inches with up to and including 7 units. In the event of the introduction of larger rotogravure presses and/or presses with a greater number of units than described above, the complement of men will be settled by mutual agreement taking into account current competitive operation of such presses.

81. In the event of the introduction of new processes or new machinery the complement of men required or other conditions shall be settled by mutual agreement before operation, later to be finally determined after a trial period mutually agreed upon. Such question shall be settled by reference to the standing Joint Conference Committee of the League and the Union.

82. In the event that a firm determines to introduce new equipment or process which is new to that shop, the firm must give consideration to the training of current employees to operate such new equipment or process.

## **PART XII — OFFSET OPERATIONS**

83. The following provision shall govern an employer member of the League who recognizes by signature New York Printing Pressmen and Offset Workers' Union No. 51 as the representatives of employees of his Lithographic Department in the operation of offset presses and/or related lithographic work such as camera, platemaking and stripping. The complement for offset presses shall be as set forth in Part XI of this Contract.

## **PART XIII — RULES GOVERNING APPRENTICES**

84. The Standards of Apprenticeship for Pressmen as stated below and subject to change as outlined therein constitute the approved apprentice agreement and rules governing apprentices.

The League and the Union pledge that there shall be no discrimination in the employment of apprentices. Apprentices shall be selected on the basis of qualifications and aptitudes in accordance with procedures established by the parties, and without regard to race, creed, color, sex or national origin.

The term of an apprenticeship shall be four (4) years.

Responsibility for apprentice procedures including selection, training and administration shall be vested in the Joint Apprentice Committee. The Joint Apprentice Committee shall be comprised of four representatives from the League and four representatives from the Union who shall have the full power and authority over all apprenticeships and shall have the power to cancel the apprenticeship of an apprentice who does not show aptitude and proper qualifications for the work, or who fails to comply with the rules and regulations established by the Joint Apprentice Committee relative to School attendance and curriculum.

This Committee shall meet jointly at the call of the Chairman of such Committee at such time and place as may be determined by them. Should the Committee be unable to agree, then either party to this contract shall have the right to a review by an arbitrator who shall be selected by the Joint Apprentice Committee. The decision of such arbitrator shall be final and binding on both parties to this contract.

The Joint Apprentice Committee shall be responsible to the Advisory Board of the School for Printing Pressmen and shall make appropriate arrangements for staff and office. Any necessary expenses incurred shall be paid from the Funds of the School for Printing Pressmen of New York City.

### **Apprentice Qualifications**

To be eligible for an apprenticeship, the candidate must:

- (a) be at least 18 years of age; the maximum age to be determined by mutual agreement of the Joint Apprentice Committee.
- (b) possess a high school diploma, or equivalent.
- (c) be employed at least one year in an office in a job classification covered by the Printers League-New York Printing Pressmen and Offset Workers' Union No. 51 contract or the Printers League-New York Press Assistants' and Offset Workers' Union No. 23 contract.
- (d) be physically able to perform the work required as evidenced by a doctor's certificate obtained as a result of a physical examination taken within three

months prior to the date of application for apprenticeship.

- (e) undergo an evaluation of aptitudes related to successful job performance through aptitude tests administered by the New York State Employment Service, or another competent agency.

Selected apprentices shall be registered with the Joint Apprentice Committee.

### **Ratio**

Each shop shall be allowed one (1) apprentice for each three (3) journeymen employed, two (2) apprentices for each eight (8) journeymen employed, three (3) apprentices for each thirteen (13) journeymen employed but no more than three (3) apprentices shall be permitted in any office without the specific approval of the Joint Apprentice Committee.

Notwithstanding the ratio prescribed in this section or in any other provision of this agreement, the parties agree that their object is to maintain a balance between available journeymen and regular situations in the industry and Union. Therefore, in the event an imbalance is brought about by the number of available journeymen exceeding the number of regular situations the indenture of new apprentices shall be terminated until the balance between available journeymen and regular situations is restored.

In assessing the balance between available journeymen and regular situations due allowance shall be made for unemployment which is occasional or of an insignificant amount.

In the event of disagreement with respect to the claim of an imbalance existing, the same shall be resolved pursuant to the provisions of the Arbitration Agreement of this Contract.

### **Indenture**

Apprentices will only be indentured in February and September of each year.

### **Schooling**

All apprentices shall be required to attend the School for Printing Pressmen at the New York School of Printing under the supervision of the Joint Apprentice Committee. An appren-

tice will begin attendance at the School effective the first semester immediately following his indenture, and his total school training will encompass five school semesters. The remainder of his indenture will be spent in training on-the-job within the plant.

The first six months of apprenticeship shall be considered a probationary period. During this period, the apprenticeship agreement may be cancelled by either the employer or the apprentice through notification to the Joint Apprentice Committee.

Apprentices employed on the day shift shall attend school one stipulated afternoon session each week; while those employed on the night shift shall attend school one stipulated night session each week. In either case, the apprentice shall be paid by the employer for time off from the plant while attending such stipulated school sessions. It is agreed that replacements will not be required for apprentices while attending School. In addition, the apprentice must on his own time attend school one stipulated night session each week if employed on the day shift, and one stipulated afternoon session each week if employed on the night shift. There shall be no apprentices employed on the lobster shift.

### **Training**

Training at the School for Printing Pressmen will be conducted under the supervision of the Joint Apprentice Committee and in conjunction with the Board of Education. The course of training may be adjusted periodically by the Joint Apprentice Committee to meet the requirements of changing technology and to coordinate with the training facilities available.

It is the intent of the League and the Union that apprentices will receive training as far as practicable in all phases of the trade. It is recognized also that the capacity of apprentices to learn in various aspects of the trade will vary. Consequently, those who are responsible for the training of apprentices shall closely supervise the apprentices' progress. It may be advisable in certain cases to accelerate the rate at which an apprentice advances through the program. It may take some apprentices additional time to learn various phases of the trade. Allowance shall be made for such individual differences.

### **General**

The foreman is required to test the ability of all apprentices under his charge and direction during the first six (6) months

of their service, to determine the fitness of such apprentices for the trade. Should an apprentice be deemed incapable by the foreman or by the School, the Joint Apprentice Committee may cancel his apprenticeship.

When a decrease in the working force occurs, thus raising the ratio of apprentices above that permitted in the RATIO paragraph, the apprentice shall only be laid off when three (3) journeymen have been laid off. Apprentices shall be laid off and re-hired in the same manner as journeymen covered by this contract.

No apprentice shall leave one office, and enter the service of another employer without the written consent of the President of the Union and the President or Secretary of the League. Any apprentice who is found guilty of obtaining membership as a journeyman through misrepresentation as to the time of his apprenticeship shall forfeit his apprenticeship.

Whenever an apprentice has served the required length of time in any shop, the employer shall have the right to retain him as a journeyman.

When an apprentice is out of employment, through failure or retirement from business of his employer or other causes beyond the control of the employer or the apprentice, such apprentice shall have an opportunity for completing his term in any office, regardless of the number of apprentices employed therein; provided that no more than one such extra apprentice shall be allowed in any shop, nor shall any journeyman be displaced.

## **COST OF LIVING CLAUSE**

On each anniversary date of the contract, employees covered by the contract shall receive a cost of living adjustment to the scheduled wage increases in accordance with the following formula:

- (a) The Bureau of Labor Statistics Consumer Price Index (1967-1969 = 100) for New York City, hereafter called the Index, shall be used for all measurements of the change in cost of living.
- (b) Effective April 8, 1972, the amount of any cost of living adjustment shall be the percentage increase in excess of 6% in the Index for April 1972, over April 1971 (as reported in May each year) multiplied by the day scale, and the resultant amount shall be added to the day scale.
- (c) Effective April 8, 1973, the amount of any cost of living adjustment shall be the percentage increase in excess of 6% in the Index for April 1973, over April 1972 (as reported in May each year) multiplied by the day scale, and the resultant amount shall be added to the day scale.

The amount of any Cost of Living Adjustment shall be included in computing all premiums and fringes such as overtime premium, night shift premium, vacation payments, holiday payment, bereavement pay and paid absence allowance.

In no event will a decline in the Index cause a reduction in the scale of wages or in any adjustment thereto.

In the event that the Bureau of Labor Statistics shall fail to publish the Index or shall change its base period, the parties shall meet to discuss and apply any such new Index and its application to the cost of living allowance. If the parties are unable to agree, then the same shall be referred to arbitration.

In the event the Federal Government establishes a program of wage controls during the term of this agreement and should such program prohibits, nullify or reduce any scheduled wage increase provided for employees during the term of this agreement, the Union shall have the right to terminate this agreement as of the date such wage increase is scheduled to become effective. At such time, the Union and the League will immediately enter into negotiations of the terms and conditions of a new contract.

## **PART XIV — EXECUTION**

**PRINTERS LEAGUE SECTION,  
PRINTING INDUSTRIES OF METROPOLITAN  
NEW YORK, Inc.**

DAVID STUART  
President

JULIUS BRISKIE  
Chairman, Conference Committee

JAMES E. HORNE  
Secretary

and

**NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS' UNION No. 51,  
IPP & AU of NA**

WILLIAM T. CERNERA  
President

EDWARD A. HUGHES  
Secretary

## **PART XV — INTERNATIONAL UNDERWRITING**

This agreement has been made with the consent and approval of the International Printing Pressmen and Assistants' Union of North America, which undertakes to guarantee the fulfillment of the conditions hereinbefore set forth, except that International Printing Pressmen and Assistants' Union of North America assumes no liability hereunder for any work stoppages or breaches of this contract unless said International Printing Pressmen and Assistants' Union of North America actually authorizes, ratifies and actively participates in said work stoppages or breaches of this contract.

ALEXANDER J. ROHAN  
President,  
International Printing Pressmen and  
Assistants' Union of North America.

# **ARBITRATION AGREEMENT**

between

**PRINTERS LEAGUE SECTION,  
PRINTING INDUSTRIES OF METROPOLITAN  
NEW YORK, Inc.**

and

**NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS' UNION No. 51,  
IPP & AU of NA**

**In effect April 8, 1971 to and including April 3, 1974**

AGREEMENT, made this eighth day of April, 1971, between the Printers League Section, Printing Industries of Metropolitan New York, Inc., hereinafter called the "League," and New York Printing Pressmen and Offset Workers' Union No. 51, hereinafter called the "Union."

1. All members of the League under Contract with the Union shall have the guarantees hereinafter set forth when requirements of this arbitration agreement are observed.
2. The Union and all covered employees shall be protected against lockouts and there shall be no discrimination against members of the Union upon the part of the League, or any member thereof, provided said Union and said employees have complied with the terms of the agreement.
3. All members of the League shall be protected against walkouts, strikes, boycotts or any action by the Union, its members or any employee (such as unauthorized vacations, or individual resignations) which shall tend to delay production and against any other form of concerted interference by them with the normal and regular operation of any of their department. It is agreed that the procedures herein provided for settling disputes by local and international arbitration of issues shall be used to the exclusion of any other means available to the parties who sign this agreement under which all decisions are

final and binding on both parties. Any rights or remedies otherwise available to the parties to this agreement are hereby expressly waived.

4. No deviation from the terms of this Contract shall be allowed by either party thereto unless by joint agreement between the contracting parties. And it is further provided that when any deviation from this Contract is called to the Union's attention by the League in writing and same is not corrected within 30 days after notice, then any member of the League shall be entitled to put into effect the same conditions.

5. In the event of a difference arising between a member of the League and the Union, all work shall continue without interruption pending proceedings looking to conciliation or arbitration, either local or international, and the scale of hours provided in contract between the parties and working conditions prevailing prior to the time the differences arose shall be preserved unchanged until a final decision of the matter at issue shall have been reached.

6. All differences which cannot be settled by conciliation shall be referred to arbitration in the manner stipulated in this agreement. This section is hereby construed to contemplate the submission to arbitration of all questions which involve the cost, working conditions, efficiency and administration of the services of all employees employed in the operation of the pressrooms of the employer as pressmen and includes disagreements arising in negotiations for a new scale of wages, or for hours of labor, or in renewing or extending an existing scale, or in respect to a contract, which cannot be settled by conciliation. This agreement to arbitrate shall not include such matters as have to do solely with the internal laws of the League or the Union, relating to the self government of either and which laws in no way react to remove wages, hours and working conditions from the scope of this agreement.

7. All differences of opinion on any question arising under this agreement shall be submitted to the President of the Union and the President of the League for conciliation, and if conciliation fails, then and at all times said differences shall be submitted to the Joint Conference Committee.

8. The Joint Conference Committee shall be a standing committee and shall consist of five members and five alternates appointed by the League and a like number of members and alter-

nates appointed by the Union. This committeee shall meet separately on the call of the chairman of each part for consultation and jointly by the call of the chairman of each committee, at such time and place as may be determined by them. Due notice in writing of such meeting shall be given all interested parties. A majority vote of each party of the committee shall be necessary to a decision.

9. (a)—The said Joint Conference Committee must act within five (5) full business days when its services are desired by either party to an appeal as above.

(b)—The alternates may meet with the Committee of the organization to which they belong, but shall not take part in the proceedings of the Joint Conference Committee except as substitutes.

10. When the Joint Conference Committee is unable to reach a decision within ten (10) full business days after the final submission of the case to said Committee, then the dispute involving interpretation of the terms of the existing "Wage Scale and Working Conditions Contract" or the terms of a new contract shall be referred to an arbitrator or a board of three (3) arbitrators to be appointed by mutual agreement.

11. In the event it becomes necessary under this agreement to have an arbitrator or a board of three (3) arbitrators, he is or they are to be selected by a majority vote of each part of the Joint Conference Committee. Should the conferees fail to agree on an arbitrator or a board of three (3) arbitrators within fifteen (15) full business days, each side shall within five (5) full business days select an arbitrator and the two so selected shall within five (5) full business days select the third.

12. It is mutually agreed that, when possible, the arbitrator or arbitrators selected shall be men who are thoroughly acquainted with the printing industry.

13. The following rules shall govern the Joint Conference Committee in adjusting differences between parties to this agreement.

- a. It may demand duplicate statements of grievances.
- b. It may examine all parties involved in any differences referred to it for adjudication.
- c. It may employ such stenographer or clerks as may prove necessary to facilitate its business.

- d. It may require affidavits on any or all disputed points.
- e. It shall allow equal opportunity for presentation of evidence or argument.
- f. Its deliberations shall be conducted in executive session and the findings, whether unanimous or not, shall be signed by all members of the board in each instance, or shall be certified to by the chairman and secretary of the Joint Committee to the two parties to this agreement. A member of the Joint Conference Committee may hand in a dissenting opinion to become a part of the records of the proceeding.
- g. In the event that either party to the dispute refuses to appear or present his case after due notice, it may be adjudicated and finding rendered in accordance with such evidence as may be in the possession of the Committee.
- h. All evidence communicated to the Committee in confidence shall be preserved inviolate and no record of such evidence shall be kept except for use on appeal, in which case such inviolability shall be preserved.
- i. All expenses attendant upon the settlement of any appeal or hearing before the Committee or arbitrator shall be borne by the party losing the appeal, or, in case of a compromise being reached, each party to the controversy shall bear half of the cost.

14. In case the matter in dispute is finally referred to an arbitrator or to a board of three (3) arbitrators both parties to the controversy shall appear personally or by proxy, the proxy to be either a duly recognized member of either body in good standing or their accredited representatives or counsel; or may submit records and briefs, and may make oral or written arguments in support of their several contentions. They may submit an agreed statement of facts, or a transcript of testimony properly certified to before a notary public by the stenographer taking the original evidence or dispositions.

15. Except as set forth in Section 16, it shall be permissible on 10 days notice in any local or international arbitration hearing for either side to raise the point that certain matters are not properly arbitrable and if the other side denies the claims the question raised as to the arbitrability of an issue shall first be determined by the International Arbitration Board before any evidence is heard as to the merits of the issue claimed not to be arbitrable.

16. All differences arising under this agreement which involves the application of the International Arbitration Agreement as specified in Section 2, the Code of Procedure, or any clause or clauses, or any interpretation to be placed upon any part or parts of this agreement, which cannot be settled by conciliation, shall be referred to local arbitration, but if not so referred, it shall be submitted to the Chairman of the Arbitration Committee of the Union Employers Section, Printing Industry of America, Inc., and the President of the International Printing Pressmen and Assistants' Union of North America, together with the arguments and briefs of both parties, and an agreed statement of facts in the controversy, accompanied by a joint letter of transmission, certifying that each party is familiar with the contents of all documents. In case these two officials cannot reach a decision upon the issues involved, their differences shall be submitted to the International Board of Arbitration.

17. The question whether a department shall be union or non-union shall not be classed as a "difference" to be arbitrated. A department shall be interpreted to mean pressroom employees performing duties as enumerated in Section 2 of this Contract. Union departments shall be understood to mean such as are comprised of employees who have been formerly recognized, qualified and certified by the National Labor Relations Board as a unit appropriate for collective bargaining purposes in respect to rates of pay, wages, hours of employment, or other conditions of employment as set forth in this agreement.

18. The decision of the arbitrator or board of three (3) arbitrators shall be final and binding on both parties to this Contract except on appeal to the International Board of Arbitration by either party in cases of alleged evasion, collusion, fraud or bad faith, as provided in Section 23.

19. The International Board of Arbitrations shall consist of three members of the Board of Directors of the International Printing Pressmen and Assistants' Union of North America, and three members of the Special Standing Committee of the Union Employers Section, Printing Industry of America, Inc., or their proxies, and a seventh and disinterested member, who shall be selected by lot from a permanent panel of not more than ten impartial men, agreed upon by the representatives of the International Printing Pressmen and Assistants' Union of North America and the representatives of the Union Employers Section, Printing Industry of America, Inc. The representatives of either

party may, by notice in writing to the other party, remove the names of not more than two men from the permanent panel so formed. Vacancies for any cause in the panel shall be filled immediately in the manner the original panel was selected. The seventh member shall act as chairman of the Board, and shall preside, put motions, etc., and shall be entitled to vote on all propositions which may properly come before the Board in open session. He shall declare a motion carried only when at least a majority of the Board shall have voted affirmatively thereon. At the conclusion of the hearing of a case the chairman shall retire and the other members of the Board shall go into executive session and immediately take up a consideration of the issues involved. If in executive session a tie vote occurs on any proposition, or if there are any differences, questions or propositions which do not receive the vote of four of the six original members of the Board, the chairman shall be called in to cast the deciding votes on all unsettled questions or propositions. When the chairman is called in, the disputed points shall be fully discussed by all members of the Board, and the several views of the six original members explained to the chairman.

20. The International Board of Arbitration shall meet at such time and place as it may determine. Due notice of time and place of meeting of the International Board shall be given all interested parties.

21. The Award of the International Board of Arbitration in all cases shall include a determination of all the issues involved; it shall cover the full period between the raising of the issues and their final settlement; any change in the wage scale may be made effective from the date the issue first arose, at the discretion of the Board, but subject to the conditions of this agreement. An award by the majority of the International Board shall be final, and shall be accepted as such by the parties to the dispute.

22. At the request of either party to an arbitration the International Board shall determine whether evasion, collusion or fraud has characterized either the local or international proceedings, or whether either party has failed to comply with, or refuses to fulfill its obligation under a decision, or has omitted to perform any duty prescribed therein, or has secured any unfair or fraudulent advantage, or has evaded any provision of this agreement or any rule of the Code of Procedure, or is not acting in good faith. At the conclusion of such inquiry it shall be wholly within the power of the International Board to reject all

that has been previously done and order a rehearing before the International Board, or before a new local board; or it may find against the offending party or annul the individual arbitration contract. In the event either party to a dispute refuses to accept and comply with a decision of a local board which is not appealed, or with a decision of the International Board, or with any of the provisions of this International Arbitration Agreement, as determined by a decision of the International Board, all aid and support to the employer or the local union refusing acceptance and compliance shall be withdrawn by both parties to this agreement. The act or acts of such employer or member of the Union shall be publicly disavowed and the aggrieved party to this agreement shall be furnished by the other party hereto with an official document to such effect, signed by the Board of Directors of the International Printing Pressmen and Assistants' Union of North America and the Special Standing Committee of the Union Employers Section, Printing Industry of America, Inc.

23. The Code of Procedure agreed upon and adopted by the Union Employers Section, Printing Industry of America, Inc., and International Printing Pressmen and Assistants' Union of North America is hereby made a part of this agreement and shall be as binding on the parties hereto as if the same were set forth at length herein.

24. In the event that the International Arbitration Agreement between the Union Employers Section, Printing Industry of America, Inc., and International Printing Pressmen and Assistants' Union of North America, dated November 1, 1957, is amended in any particular, the League and the Union shall forthwith confer for the purpose of making this agreement conform to such amended International Arbitration Agreement. Any matter not resolved by such conference shall be determined in the manner provided herein for the settlement of differences.

The foregoing agreement between the League and the Union shall remain in full force and effect upon being ratified by both parties thereto, and so attested from the date of execution to and including April 3, 1974.

In witness thereof, and in full attest of ratification by both bodies, the undersigned Presidents, respectively, of the parties to this agreement have hereunto signed their names, attested by the Secretaries of each organization, this 8th day of April, 1971.



# **EXECUTION**

**PRINTERS LEAGUE SECTION,  
PRINTING INDUSTRIES OF METROPOLITAN  
NEW YORK, Inc.**

DAVID STUART  
President

JULIUS BRISKIE  
Chairman, Conference Committee

JAMES E. HORNE  
Secretary

and

**NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS' UNION No. 51,  
IPP & AU of NA**

WILLIAM T. CERNERA  
President

EDWARD A. HUGHES  
Secretary

This agreement has been made with the consent and approval of the International Printing Pressmen and Assistants' Union of North America, which undertakes to guarantee the fulfillment of the conditions hereinbefore set forth, except that International Printing Pressmen and Assistants' Union of North America assumes no liability hereunder for any work stoppages or breaches of this contract unless said International Printing Pressmen and Assistants' Union of North America actually authorizes, ratifies and actively participates in said work stoppages or breaches of this contract.

ALEXANDER J. ROHAN  
President,

International Printing Pressman and  
Assistants' Union of North America.



# **NEW YORK PRINTING PRESSMEN and OFFSET WORKERS' UNION No. 51 - PRINTERS LEAGUE WELFARE TRUST FUND AGREEMENT**

In fulfillment of Section 61 of the contract effective April 8, 1971 between the Printers League and New York Printing Pressmen and Offset Workers' Union No. 51, the parties thereto hereby agree as follows:

The members of the Printers League shall contribute to a Fund to be known as "New York Pressroom Unions-Printers League Welfare Trust Fund" hereinafter called the "Fund" to provide welfare benefits for employees covered by the contract effective April 8, 1971 under the following terms and conditions:

## **TRUSTEES**

The Fund shall be established and administered by twelve Trustees, two of whom shall be designated by New York Printing Pressmen and Offset Workers' Union No. 51, two of whom shall be designated by New York Press Assistants and Offset Workers' Union No. 23, two of whom shall be designated by Paper Handlers' and Sheet Straighteners' Union No. 1, and six of whom shall be designated by the Printers League. Said Trustees shall execute a Trust Agreement or Declaration of Trust in conformity with the basic principles set forth in this contract.

## **CONTRIBUTIONS**

*Effective April 8, 1971*, in addition to the wages as set forth in the Wage Scales Section of the Contract, the members of the Printers League shall contribute weekly to the New York Pressroom Unions-Printers League Welfare Trust Fund the sum of one dollar and thirty cents (\$1.30) per shift paid for (\$1.41 with vacation adjustment) for each cylinder and job pressman and apprentice employee covered by this contract.

*Effective April 8, 1972*, in addition to the wages as set forth in the Wage Scales Section of the contract the members of the Printers League shall contribute weekly to the New York Press-

room Unions-Printers League Welfare Trust Fund contributions in the amount of four percent (4%) of gross earnings for each cylinder and job journeyman and apprentice employee covered by this Contract.

The Trust Agreement or Declaration of Trust referred to above, shall provide that neither the members of the Printers League individually or collectively, nor the Union, nor any employees of the members of the Printers League shall have any right, title, or interest in or to the Trust Estate, or any part thereof, except the right of the employee who is or may be covered by a policy of insurance or his beneficiary under such policy of insurance to benefits in the amount and subject to the terms and conditions specified in such policy.

It is understood by the Printers League, and the Printers League hereby approves, the arrangement that payment to the New York Pressroom Unions—Printers League Welfare Trust Fund shall be permitted and accepted from employers in the book and job industry in New York City, who are presently not members of the Printers League, and from the Union for members employed in union activities, and the Fund for its Administrator and office employees, provided such payment shall be made on the same basis as herein provided, and to the extent permitted by the Fund Trust Agreement.

Any Contributing Employer who fails to make contributions to the Fund as required shall be liable for expenses of collection (at 25% of amount owed the Fund) incurred by the Trustees, and for interest at the rate of 6% on the amount owed the Fund.

## **PURPOSE**

The purpose of the employer contributions, referred to herein, shall be to establish a Trust Fund to provide life, accidental death or dismemberment, hospitalization, in-hospital medical and surgical benefits to the extent possible under a plan approved by the Trustees.

## **ADMINISTRATION**

The Trustees shall receive no compensation for the performance of their duties as Trustees, but shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of such duties. The cost and expense of defending any suit or proceeding brought against the Trustees (including counsel fees) shall be paid from the Fund.

The Trustees shall pay or provide for the payment of all reasonable and necessary expenses of receiving the employer contributions and administering the affairs of the Fund, including the employment of such administrative, legal, expert, and clerical assistance, the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

### **DURATION**

This agreement shall be effective from the date of signing the base contract and shall not be the subject of further negotiations between the parties prior to expiration on March 3, 1974.

### **NO DEVIATION**

The provisions of Section 4 of the Arbitration Agreement of the current contract between the League and the Union shall also be applicable to this agreement for the duration of this agreement.

Signed this 8th day of April, 1971.

NEW YORK PRINTING PRESSMEN AND  
OFFSET WORKERS' UNION No. 51,  
I. P. P. & A. U. of N. A.

/s/ By ALEXANDER J. ROHAN  
President I.P.P. & A.U.

/s/ By WILLIAM T. CERNERA  
President

/s/ By EDWARD A. HUGHES  
Secretary-Treasurer

PRINTERS LEAGUE SECTION,  
PRINTING INDUSTRIES OF  
METROPOLITAN NEW YORK, Inc.

/s/ By DAVID STUART  
President

/s/ By JULIUS BRISKIE  
Chairman, Negotiating Committee

/s/ By JAMES E. HORNE  
Secretary

**NEW YORK PRINTING PRESSMEN & OFFSET WORKERS UNION No. 51**

**IPP & AU OF NA**

**200 PARK AVENUE SOUTH, NEW YORK, N.Y. 10003 • ORegon 4-4580**

**PRINTERS LEAGUE SECTION**

**PRINTING INDUSTRIES OF METROPOLITAN NEW YORK, INC.**

**461 8th AVENUE, NEW YORK, N.Y. 10001 • LOngacre 4-3500**

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## **WAGE SCALES**

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**EFFECTIVE APRIL 8, 1971**

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**NEW APPRENTICESHIP PROGRAM**

**Effective February 1972**



**PRINTERS LEAGUE - N. Y. PRINTING PRESSMEN'S UNION No. 51**

**Journeymen Wage Scales  
Effective Shifts Worked on or after April 8, 1971**

**CYLINDER AND SHEET-FED  
ROTARY PRESSES**

	DAY		NIGHT		THIRD	
	Week	Hour	Week	Hour	Week	Hour
One cylinder, over 68 in.	\$235.77	\$6.7363	\$252.27	\$7.2077	\$256.99	\$8.2237
One or two cylinders, not over 68 in.	235.77	6.7363	252.27	7.2077	256.99	8.2237
Two cylinder presses, both on color register work	237.86	6.7960	254.51	7.2717	259.27	8.2966
One poster press	235.77	6.7363	252.27	7.2077	256.99	8.2237
One label press (color register work)	235.77	6.7363	252.27	7.2077	256.99	8.2237
One press with bronzing machine	238.87	6.8249	255.59	7.3026	260.37	8.3318
One perfecting press	235.77	6.7363	252.27	7.2077	256.99	8.2237
One perfecting press on color register work	237.86	6.7960	254.51	7.2717	259.27	8.2966
One two-color flat bed	237.86	6.7960	254.51	7.2717	259.27	8.2966
One two-color flat bed (over 70 in.)	239.93	6.8551	256.73	7.3351	261.52	8.3686
One two-color Harris (28 x 34 and up)	237.86	6.7960	254.51	7.2717	259.27	8.2966
One sheet-fed rotary	235.77	6.7363	252.27	7.2077	256.99	8.2237
One sheet-fed rotary on color register work	238.87	6.8249	255.59	7.3026	260.37	8.3318
One sheet-fed rotary with color attachments	238.87	6.8249	255.59	7.3026	260.37	8.3318
One two-color sheet-fed rotary	239.93	6.8551	256.73	7.3351	261.52	8.3686
Double sheet-fed rotary	239.93	6.8551	256.73	7.3351	261.52	8.3686
Three-color Sterling	235.77	6.7363	252.27	7.2077	256.99	8.2237
Four-color Sterling	242.00	6.9143	258.94	7.3983	263.78	8.4410
McKee process press	242.00	6.9143	258.94	7.3983	263.78	8.4410
Large McKee process press	248.30	7.0943	265.68	7.5909	270.65	8.6608
Presses with wax attachment, when in operation, weekly extra		1.50		1.50		1.50

— 1 —

Permanent provers (men employed no other than proving work) on cylinder or color work

Pressmen making matrices for McKee process plates

238.87	6.8249	255.59	7.3026	260.37	8.3318
235.77	6.7363	252.27	7.2077	256.99	8.2237

**SINGLE COLOR AUTOMATIC UNIT  
CYLINDER PRESSES**

Miehle Vertical	\$235.77	\$6.7364	\$252.27	\$7.2077	\$256.99	\$8.2237
Miehle Horizontal	235.77	6.7363	252.27	7.2077	256.99	8.2237
Miehle auto pony	238.87	6.8249	255.59	7.3026	260.37	8.3318
Miehle No. 4 — 2 roller	238.87	6.8249	255.59	7.3026	260.37	8.3318
Miehle No. 4 — 3 roller	238.87	6.8249	255.59	7.3026	260.37	8.3318
Miehle No. 4 — 4 roller	238.87	6.8249	255.59	7.3026	260.37	8.3318
Miehle No. 41	238.87	6.8249	255.59	7.3026	260.37	8.3318
Miller High Speed	235.77	6.7363	252.27	7.2077	256.99	8.2237
Miller Simplex	235.77	6.7363	252.27	7.2077	256.99	8.2237
Miller Major Simplex	238.87	6.8249	255.59	7.3026	260.37	8.3318
Kelly A	235.77	6.7363	252.27	7.2077	256.99	8.2237
Kelly B	235.77	6.7363	252.27	7.2077	256.99	8.2237
Kelly automatic jobber	235.77	6.7363	252.27	7.2077	256.99	8.2237
Kelly C	235.77	6.7363	252.27	7.2077	256.99	8.2237
Kelly No. 1	235.77	6.7363	252.27	7.2077	256.99	8.2237
Kelly No. 2	235.77	6.7363	252.27	7.2077	256.99	8.2237
Babcock 3/5 auto	238.87	6.8249	255.59	7.3026	260.37	8.3318
Babcock auto 4/3	238.87	6.8249	255.59	7.3026	260.37	8.3318
Babcock No. 5 auto	238.87	6.8249	255.59	7.3026	260.37	8.3318
Harris 1C	235.77	6.7363	252.27	7.2077	256.99	8.2237
Premier No. GF	238.87	6.8249	255.59	7.3026	260.37	8.3318

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**TWO-COLOR AUTOMATIC UNIT  
CYLINDER PRESSES**  
(When Operated Without an Assistant)

	DAY		NIGHT		THIRD	
	Week	Hour	Week	Hour	Week	Hour
Miehle horizontal tandem	\$238.87	6.8249	\$255.59	7.3026	\$260.37	\$8.3318
Miehle No. 41 — 2 color	240.99	6.8854	257.86	7.3674	262.68	8.4058
Miehle No. 46 — 2 color	240.99	6.8854	257.86	7.3674	262.68	8.4058
Harris H. K.	238.87	6.8249	255.59	7.3026	260.37	8.3318
Miller 2-color Simplex	240.99	6.8854	257.86	7.3674	262.68	8.4058
Miller 2-color simplex and Miehle 41 in. 2-color when operated with an assistant	237.86	6.7960	254.51	7.2717	259.27	8.2966

**WEB PRESSES**

Single-roll web press, 46 in. or under	\$242.00	6.9143	\$258.94	7.3983	\$263.78	\$8.4410
Single-roll web press, over 46 in.	244.12	6.9749	261.21	7.4631	266.09	8.5149
Double-roll web press, 46 in. or under (man in charge)	242.00	6.9143	258.94	7.3983	263.78	8.4410
Double-roll web press, over 46 in. (man in charge)	244.12	6.9749	261.21	7.4631	266.09	8.5149
Three- or four-color or process, 46 in. (man in charge)	244.12	6.9749	261.21	7.4631	266.09	8.5149
Three- or four-color or process, over 46 in. (man in charge)	246.19	7.0340	263.42	7.5263	268.35	8.5872
Second man on web press (as provided in Section 80)	235.77	6.7363	252.27	7.2077	256.99	8.2237
Cox-duplex press	237.86	6.7960	254.51	7.2717	259.27	8.2966
Cox-duplex second man (when employed)	235.77	6.7363	252.27	7.2077	256.99	8.2237
Multi-web ticket press	235.77	6.7363	252.27	7.2077	256.99	8.2237
Brakeman pressmen	235.77	6.7363	252.27	7.2077	256.99	8.2237
Tension men pressmen	235.77	6.7363	252.27	7.2077	256.99	8.2237

— 3 —

Web presses with color attachments when in operation \$1.00 over scale for man in charge.  
Web presses with insert feeders, wire stitchers or pasters, \$1.00 weekly extra for each attachment in  
operation for both first and second man.

**FOREMEN AND ASSISTANT FOREMEN**

Foremen shall receive at least \$5.00 per week more than the highest basic scale for any press under  
their supervision up to and including 5 presses — \$1.00 for each additional press up to and including  
15 presses.

Assistant foremen shall receive as a differential, one-half of the differential scale for foremen.

**PLATEN PRESSES**

1 to 3 platen presses	\$210.35	6.0100	\$225.07	\$6.4306	\$229.28	\$7.3370
4 platen presses	212.42	6.0691	227.29	6.4940	231.54	7.4093
1 automatic platen press 20 in. or under	210.35	6.0100	225.07	6.4306	229.28	7.3370
1 automatic platen press over 20 in.	211.35	6.0386	226.14	6.4611	230.37	7.3718
1 automatic and 1 or 2 hand-fed platens	212.42	6.0691	227.29	6.4940	231.54	7.4093
2 automatic platen presses, 20 in. or under	212.42	6.0691	227.29	6.4940	231.54	7.4093
2 automatic platen presses over 20 in.	214.49	6.1283	229.50	6.5571	233.79	7.4813
1 C & P Press, 12" x 18"	210.35	6.0100	225.07	6.4306	229.28	7.3370
2 C & P Presses, 12" x 18"	212.42	6.0691	227.29	6.4940	231.54	7.4093
1 Webendorfer	210.35	6.0100	225.07	6.4306	229.28	7.3370
2 Webendorfers	212.42	6.0691	227.29	6.4940	231.54	7.4093
2 Multi-color presses	210.35	6.0100	225.07	6.4306	229.28	7.3370
Platen provers: men employed for no other than proving work (except galley or press proofs)	216.97	6.1991	232.16	6.6331	236.50	7.5680
1 two-color Harris 15" x 18"	214.49	6.1283	229.50	6.5571	233.79	7.4813
2 two-color Harris 15" x 18"	216.60	6.1886	231.76	6.6217	236.09	7.5549
1 two-color Harris 18" x 22"	214.49	6.1283	229.50	6.5571	233.79	7.4813
2 one-color Harris 15" x 18" or 18" x 22"	214.49	6.1283	229.50	6.5571	233.79	7.4813

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COMBINATION	DAY		NIGHT		THIRD	
	Week	Hour	Week	Hour	Week	Hour
1 cylinder and 1 or 2 hand-fed platens	\$235.77	6.7363	\$252.27	7.2077	\$256.99	8.2237
1 cylinder and 1 automatic platen	235.77	6.7363	252.27	7.2077	256.99	8.2237
1 cylinder and 1 automatic job cylinder up to and including 31"	235.77	6.7363	252.27	7.2077	256.99	8.2237

#### JOB FOREMEN AND ASSISTANT FOREMEN

Job foremen shall receive at least \$5.00 per week more than the highest basic scale for any press under their supervision, up to and including 15 presses — fifty cents for each additional press up to and including 15 more presses. Assistant job foremen shall receive, as a differential, one-half of the differential scale for foremen.

#### COLOR ROTARY PRESSES (Such as Cottrell and Miehle)

1 two-color 29" x 42"	\$239.93	6.8551	\$256.73	7.3351	\$261.52	\$8.3686
1 two-color 36" x 48"	239.93	6.8551	256.73	7.3351	261.52	8.3686
1 two-color 40" x 59"	241.23	6.8923	258.12	7.3749	262.94	8.4141
1 two-color over 59"	242.55	6.9300	259.53	7.4151	264.38	8.4602
1 five-color 29" x 42"	243.24	6.9497	260.27	7.4363	265.13	8.4842
1 five-color 40" x 59"	244.51	6.9860	261.63	7.4751	266.52	8.5286
1 five-color 50" x 65"	245.54	7.0154	262.73	7.5066	267.64	8.5645
1 five-color 50" x 72"	248.33	7.0951	265.71	7.5917	270.68	8.6618
1 five-color over 72"	252.62	7.2177	270.30	7.7229	275.36	8.8115

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#### OFFSET PRESSES

Duplicators, Multiliths and Small Offset Presses (all press sizes refer to the larger dimensions of the maximum size of the sheet):

##### \*15" and Under:

1 cyl. press ass't for one	\$210.35	6.0100	\$225.07	6.4306	\$229.28	\$7.3370
1 pressman (job) for two						

\*Where above presses have two heads, or color cylinders, 1 pressman (job) for one

210.35	6.0100	225.07	6.4306	229.28	7.3370
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##### \*\*16" up to and including 20":

Multi-printing front and back with one T51 head and numbering unit	246.33	7.0380	263.57	7.5306	268.50	8.5920
1 pressman (job) for one	210.35	6.0100	225.07	6.4306	229.28	7.3370
1 pressman (cylinder) for two	235.77	6.7363	252.27	7.2077	256.99	8.2237

\*\*Where above presses have two heads or color cylinders, 1 pressman (cylinder for one)

235.77	6.7363	252.27	7.2077	256.99	8.2237
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##### Single color offset presses:

Over 20" up to and including 45"	235.77	6.7363	252.27	7.2077	256.99	8.2237
Over 45"	238.87	6.8249	255.59	7.3026	260.37	8.3318

##### Two-color offset presses:

Up to and including 45"	239.97	6.8563	256.77	7.3363	261.57	8.3702
46" up to and including 60"	243.42	6.9549	260.46	7.4469	265.33	8.4906
61" up to and including 72"	246.87	7.0534	264.15	7.5471	269.09	8.6109
73" and over	250.32	7.1520	267.84	7.6526	272.85	8.7312

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	DAY		NIGHT		THIRD	
	Week	Hour	Week	Hour	Week	Hour
Four-color offset presses:						
Up to and including 50"	252.62	7.2177	270.30	7.7229	275.36	8.8115
51" up to and including 61"						
1st pressman	256.07	7.3163	273.99	7.8283	279.12	8.9318
2nd pressman	241.12	6.8891	258.00	7.3714	262.82	8.4102
62" and over:						
1st pressman	259.52	7.4149	277.69	7.9340	282.88	9.0522
2nd pressman	241.12	6.8891	258.00	7.3714	262.82	8.4102

#### WEB OFFSET PRESSES

1-unit, 2 plate cylinders, web width 18" up to and including 38½", pressman	\$242.00	\$6.9143	\$258.94	\$7.3983	\$263.78	\$8.4410
web width, 39" up to and including 55", pressman	244.12	6.9749	261.21	7.4631	266.09	8.5149
2-unit, 4 plate cylinders, web width 18" up to and including 38½", pressmen	244.30	6.9800	261.40	7.4686	266.29	8.5213
web width, 39" up to and including 55", pressmen	250.32	7.1520	267.84	7.6526	272.85	8.7312
3-unit, 6 plate cylinders, web width, 18" up to and including 38½",						
1st pressman	244.57	6.9877	261.69	7.4769	266.58	8.5306
2nd pressman	238.82	6.8234	255.54	7.3011	260.31	8.3299
web width, 39" up to and including 55",						
1st pressman	250.32	7.1520	267.84	7.6526	272.85	8.7312
2nd pressman	241.12	6.8891	258.00	7.3714	262.82	8.4102

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4-unit, 8 plate cylinders, web width, 18" up to and including 38½"						
1st pressman	250.32	7.1520	267.84	7.6526	272.85	8.7312
2nd pressman	239.97	6.8563	256.77	7.3363	261.57	8.3702
web width, 39" up to and including 55",						
1st pressman	256.07	7.3163	273.99	7.8283	279.12	8.9318
2nd pressman	242.27	6.9220	259.23	7.4066	264.07	8.4502
5-unit, 10 plate cylinders, web width, 31" up to and including 38½".						
1st pressman	252.62	7.2177	270.30	7.7229	275.36	8.8115
2nd pressman	238.82	6.8234	255.54	7.3011	260.31	8.3299
3rd pressman (job)	210.35	6.0100	225.07	6.4306	229.28	7.3370

#### \*\* PREPARATORY JOURNEYMAN

Cameraman	\$235.77	\$6.7363	\$252.27	\$7.2077	\$256.99	\$8.2237
Cameraman, color separation	239.22	6.8349	255.97	7.3134	260.75	8.3440
Cameraman, 4/c process separation	250.32	7.1520	267.84	7.6526	272.85	8.7312
Stripper	235.77	6.7363	252.27	7.2077	256.99	8.2237
Stripper, color	239.22	6.8349	255.97	7.3134	260.75	8.3440
Stripper, 4/c process	242.67	6.9334	259.66	7.4189	264.51	8.4643
Platemaker, all except deep etch	235.77	6.7363	252.27	7.2077	256.99	8.2237
Platemaker, deep etch	239.22	6.8349	255.97	7.3134	260.75	8.3440

\*\* When a black and white cameraman, platemaker or stripper is assigned to color separation, deep etch or 4/c process work, he shall be paid the higher scale for the period so assigned. The higher scale shall not apply for such work where it is experimental or the journeyman is being trained on the more skilled process.

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**APPRENTICE WAGE SCALES**  
**Effective Shifts Worked on or after April 8, 1971**

	DAY		NIGHT	
	Week	Hour	Week	Hour
<b>Apprentice Job Pressmen:</b>				
First six months, scale of Job Press Assistant	\$153.19	\$4.3769	\$163.91	\$4.6831
Second six months, an increase of 20% of the difference between the scale of a Job Press Assistant and the scale of a Job Pressman	164.62	4.7034	176.29	5.0369
Third six months, 40% of above difference	176.05	5.0300	188.66	5.3903
Fourth six months, 60% of above difference	187.49	5.3569	201.04	5.7440
Fifth six months, 80% of above difference	198.92	5.6834	213.41	6.0974
Thereafter, full journeyman's scale	210.35	6.0100	225.07	6.4306

**Apprentice Job Cylinder Pressmen:**

First six months, scale of Job Cylinder Assistant	\$155.69	\$4.4483	\$166.58	\$4.7594
Second six months, an increase of 20% of the difference between the scale of a Job Cylinder Assistant and a Cylinder Pressman	171.71	4.9060	183.72	5.2491
Third six months, 40% of above difference	187.72	5.1634	200.86	5.7389
Fourth six months, 60% of above difference	203.74	5.8211	217.99	6.2283
Fifth six months, 80% of above difference	219.75	6.2786	235.13	6.7180
Thereafter, full journeyman's scale	235.77	6.7363	252.27	7.2077

**Apprentice Cylinder Pressmen:**

First six months, scale of Cylinder Press Assistant	\$182.43	\$5.2123	\$195.20	\$5.5771
Second six months, an increase of 20% of the difference between the scale of a Job Cylinder Assistant and a Cylinder Pressman	193.10	5.5171	206.61	5.9031
Third six months, 40% of above difference	203.77	5.8220	218.03	6.2294

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Fourth six months, 60% of above difference	214.43	6.1266	229.44	6.5554
Fifth six months, 80% of above difference	225.10	6.4314	240.86	6.8817
Thereafter, full journeyman's scale	235.77	6.7363	252.27	7.2077

**Apprentice Rotary and Color-Press Pressmen:**

First six months, \$3.50 above scale of Cylinder Assistant	\$185.93	\$5.3123	\$198.95	\$5.6843
Second six months, an increase of 20% of the difference between wage scale set hereinabove for first six months and \$3.50 above scale for Cylinder Pressmen	196.60	5.6171	210.36	6.0103
Third six months, 40% of above difference	207.27	5.9220	221.78	6.3366
Fourth six months, 60% of above difference	217.93	6.2266	233.19	6.6626
Fifth six months, 80% of above difference	228.60	6.5314	244.61	6.9889
Thereafter, full journeyman's scale	—	—	—	—

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**JOURNEYMAN VACATION CREDITS**  
**Effective Shifts Worked on or after April 8, 1971**

Base Scales DAYS	Per Shift Vacation Credit	Base Scales NIGHTS	Per Shift Vacation Credit	Base Scales THIRD	Per Shift Vacation Credit
\$210.35	\$4.25	\$225.07	\$4.55	\$229.28	\$4.63
211.35	4.27	226.14	4.57	230.37	4.65
212.42	4.29	227.29	4.59	231.54	4.68
214.49	4.33	229.50	4.63	233.79	4.72
216.60	4.37	231.76	4.68	236.09	4.76
216.97	4.38	232.16	4.69	236.50	4.77
235.77	4.76	252.27	5.09	256.99	5.19
237.86	4.80	254.51	5.14	259.27	5.23
238.82	4.82	255.54	5.16	260.31	5.25
238.87	4.82	255.59	5.16	260.37	5.25
239.22	4.83	255.97	5.17	260.75	5.26
239.93	4.84	256.73	5.18	261.52	5.28
239.97	4.84	256.77	5.18	261.57	5.28
240.99	4.86	257.86	5.20	262.68	5.30
241.12	4.87	258.00	5.21	262.82	5.31
241.23	4.87	258.12	5.21	262.94	5.31
242.00	4.88	258.94	5.22	263.78	5.32
242.27	4.89	259.23	5.23	264.07	5.33
242.55	4.90	259.53	5.24	264.38	5.34
242.67	4.90	259.66	5.24	264.51	5.34
243.24	4.91	260.27	5.25	265.13	5.35
243.42	4.91	260.46	5.26	265.33	5.35
244.12	4.93	261.21	5.28	266.09	5.37
244.30	4.93	261.40	5.28	266.29	5.37
244.51	4.93	261.63	5.28	266.52	5.38
244.57	4.94	261.69	5.29	266.58	5.38
245.54	4.96	262.73	5.30	267.64	5.41
246.19	4.97	263.42	5.32	268.35	5.42
246.33	4.97	263.57	5.32	268.50	5.42
246.87	4.98	264.15	5.33	269.09	5.43
248.30	5.01	265.68	5.36	270.65	5.46
248.33	5.01	265.71	5.36	270.68	5.46
250.32	5.05	267.84	5.40	272.85	5.50
252.62	5.10	270.30	5.46	275.36	5.56
256.07	5.17	273.99	5.53	279.12	5.64
259.52	5.24	277.69	5.61	282.88	5.71

**NEW YORK PRINTING PRESSMEN & OFFSET WORKERS UNION No. 51**  
**IPP & AU OF NA**  
**200 PARK AVENUE SOUTH, NEW YORK, N.Y. 10003 • ORegon 4-4580**

**PRINTERS LEAGUE SECTION**  
**PRINTING INDUSTRIES OF METROPOLITAN NEW YORK, INC.**  
**461 8th AVENUE, NEW YORK, N.Y. 10001 • LOnagre 4-3500**

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## **WAGE SCALES**

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**EFFECTIVE JULY 2, 1971**

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**NEW APPRENTICESHIP PROGRAM**  
**Effective February 1972**



**PRINTERS LEAGUE - N. Y. PRINTING PRESSMEN'S UNION No. 51**

**Journeymen Wage Scales  
Effective Shifts Worked on or after July 2, 1971**

	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Hourly Mon. to Weekly	Hourly Thurs. Friday	Hourly Mon. to Weekly	Hourly Thurs. Friday	Hourly Mon. to Weekly	Hourly Friday	Weekly	Hourly
<b>CYLINDER AND SHEET-FED ROTARY PRESSES</b>								
One cylinder, over 68 in.	\$235.77	\$6.7363	\$7.2545	\$252.27	\$7.2077	\$7.7622	\$256.99	\$8.2237
One or two cylinders, not over 68 in.	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Two cylinder presses, both on color register work	237.86	6.7960	7.3188	254.51	7.2717	7.8311	259.27	8.2966
One poster press	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
One label press (color register work)	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
One press with bronzing machine	238.87	6.8249	7.3198	255.59	7.3026	7.8643	260.37	8.3318
One perfecting press	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
One perfecting press on color register work	237.86	6.7960	7.3188	254.51	7.2717	7.8311	259.27	8.2966
One two-color flat bed	237.86	6.7960	7.3188	254.51	7.2717	7.8311	259.27	8.2966
One two-color flat bed (over 70 in.)	239.93	6.8551	7.3825	256.73	7.3351	7.8994	261.52	8.3686
One two-color Harris (28 x 34 and up)	237.86	6.7960	7.3188	254.51	7.2717	7.8311	259.27	8.2966
One sheet-fed rotary	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
One sheet-fed rotary on color register work	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
One sheet-fed rotary with color attachments	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
One two-color sheet-fed rotary	239.93	6.8551	7.3825	256.73	7.3351	7.8994	261.52	8.3686
Double sheet-fed rotary	239.93	6.8551	7.3825	256.73	7.3351	7.8994	261.52	8.3686
Three-color Sterling	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Four-color Sterling	242.00	6.9143	7.4462	258.94	7.3983	7.9674	263.78	8.4410
McKee process press	242.00	6.9143	7.4462	258.94	7.3983	7.9674	263.78	8.4410
Large McKee process press	248.30	7.0943	7.6400	265.68	7.5909	8.1748	270.65	8.6608

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Presses with wax attachment, when in operation, weekly extra	1.50	1.50	1.50
Permanent provers (men employed no other than proving work) on cylinder or color work	238.87	6.8249	7.3498
Pressmen making matrices for McKee process plates	235.77	6.7363	7.2545

**SINGLE COLOR AUTOMATIC UNIT CYLINDER PRESSES**

Miehle Vertical	\$235.77	\$6.7363	\$7.2545	\$252.27	\$7.2077	\$7.7622	\$256.99	\$8.2237
Miehle Horizontal	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Miehle auto pony	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Miehle No. 4—2 roller	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Miehle No. 4—3 roller	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Miehle No. 4—4 roller	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Miehle No. 41	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Miller High Speed	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Miller Simplex	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Miller Major Simplex	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Kelly A	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Kelly B	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Kelly automatic jobber	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Kelly C	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Kelly No. 1	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Kelly No. 2	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Babcock 3/5 auto	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Babcock auto 4/3	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Babcock No. 5 auto	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Harris 1C	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Premier No. GF	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318

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TWO-COLOR AUTOMATIC UNIT CYLINDER PRESSES (When Operated Without an Assistant)	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
Miehle horizontal tandem	\$238.87	\$6.8249	\$7.3498	\$255.59	\$7.3026	\$7.8643	\$260.37	\$8.3318
Miehle No. 41—2 color	240.99	6.8854	7.4151	257.86	7.3674	7.9342	262.68	8.4058
Miehle No. 46—2 color	240.99	6.8854	7.4151	257.86	7.3674	7.9342	262.68	8.4058
Harris H. K.	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318
Miller 2-color Simplex	240.99	6.8854	7.4151	257.86	7.3674	7.9342	262.68	8.4058
Miller 2-color simplex and Miehle 41 in. 2-color when operated with an assistant	237.86	6.7960	7.3188	254.51	7.2717	7.8311	259.27	8.2966

#### WEB PRESSES

Single-roll web press, 46 in. or under	\$242.00	\$6.9143	\$7.4462	\$258.94	\$7.3983	\$7.9674	\$263.78	\$8.4410
Single-roll web press, over 46 in.	244.12	6.9749	7.5114	261.21	7.4631	8.0372	266.09	8.5149
Double-roll web press, 46 in. or under (man in charge)	242.00	6.9143	7.4462	258.94	7.3983	7.9674	263.78	8.4410
Double-roll web press, over 46 in. (man in charge)	244.12	6.9749	7.5114	261.21	7.4631	8.0372	266.09	8.5149
Three- or four-color or process, 46 in. (man in charge)	244.12	6.9749	7.5114	261.21	7.4631	8.0372	266.09	8.5149
Three- or four-color or process, over 46 in. (man in charge)	246.19	7.0340	7.5751	263.42	7.5263	8.1052	268.35	8.5872
Second man on web press (as provided in Section 80)	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Cox-duplex press	237.86	6.7960	7.3188	254.51	7.2717	7.8311	259.27	8.2966
Cox-duplex second man (when employed)	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Multi-web ticket press	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237

— 3 —

Brakeman pressmen	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Tension men pressmen	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237

Web presses with color attachments when in operation \$1.00 over scale for man in charge.

Web presses with insert feeders, wire stitchers or pasters, \$1.00 weekly extra for each attachment in operation for both first and second man.

#### FOREMEN AND ASSISTANT FOREMEN

Foremen shall receive at least \$5.00 per week more than the highest basic scale for any press under their supervision up to and including 5 presses — \$1.00 for each additional press up to and including 15 presses.

Assistant foremen shall receive as a differential, one-half of the differential scale for foremen.

#### PLATEN PRESSES

1 to 3 platen presses	\$210.35	\$6.0100	\$6.4723	\$225.07	\$6.4306	\$6.9252	\$229.28	\$7.3370
4 platen presses	212.42	6.0691	6.5360	227.29	6.4940	6.9935	231.54	7.4093
1 automatic platen press 20 in. or under	210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3370
1 automatic platen press over 20 in.	211.35	6.0386	6.5031	226.14	6.4611	6.9582	230.27	7.3718
1 automatic and 1 or 2 hand-fed platens	212.42	6.0691	6.5360	227.29	6.4940	6.9935	231.54	7.4093
2 automatic platen presses, 20 in. or under	212.42	6.0691	6.5360	227.29	6.4940	6.9935	231.54	7.4093
2 automatic platen presses over 20 in.	214.49	6.1283	6.5997	229.50	6.5571	7.0615	233.79	7.4813
1 C & P Press, 12" x 18"	210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3370
2 C & P Presses, 12" x 18"	212.42	6.0691	6.5360	227.29	6.4940	6.9935	231.54	7.4093
1 Webendorfer	210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3370
2 Webendorfers	212.42	6.0691	6.5360	227.29	6.4940	6.9935	231.54	7.4093
2 Multi-color presses	210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3370
Platen provers: men employed for no other than proving work (except galley or press proofs)	216.97	6.1991	6.6760	232.16	6.6331	7.1434	236.50	7.5680

— 4 —

	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
1 two-color Harris 15" x 18"	214.49	6.1283	6.5997	229.50	6.5571	7.0615	233.79	7.4813
2 two-color Harris 15" x 18"	216.60	6.1886	6.6646	231.76	6.6217	7.1311	236.09	7.5549
1 two-color Harris 18" x 22"	214.49	6.1283	6.5997	229.50	6.5571	7.0615	233.79	7.4813
2 one-color Harris 15" x 18" or 18" x 22"	214.49	6.1283	6.5997	229.50	6.5571	7.0615	233.79	7.4813

#### COMBINATION

1 cylinder and 1 or 2 hand-fed platens	\$235.77	6.7363	7.2545	\$252.27	\$7.2077	\$7.7622	\$256.99	\$8.2237
1 cylinder and 1 automatic platen	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
1 cylinder and 1 automatic job cylinder up to and including 31"	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237

#### JOB FOREMEN AND ASSISTANT FOREMEN

Job foremen shall receive at least \$5.00 per week more than the highest basic scale for any press under their supervision, up to and including 15 presses—fifty cents for each additional press up to and including 15 more presses. Assistant job foremen shall receive, as a differential, one-half of the differential scale for foremen.

#### COLOR ROTARY PRESSES (Such as Cottrell and Michle)

1 two-color 29" x 42"	\$239.93	\$6.8551	\$7.3825	\$256.73	\$7.3351	\$7.8994	\$261.52	\$8.3686
1 two-color 36" x 48"	239.93	6.8551	7.3825	256.73	7.3351	7.8994	261.52	8.3686
1 two-color 40" x 59"	241.23	6.8923	7.4225	258.12	7.3749	7.9422	262.94	8.4141
1 two-color over 59"	242.55	6.9300	7.4631	259.53	7.4151	7.9855	264.38	8.4602
1 five-color 29" x 42"	243.24	6.9497	7.4843	260.27	7.4363	8.0083	265.13	8.4842
1 five-color 40" x 59"	244.51	6.9860	7.5234	261.63	7.4751	8.0502	266.52	8.5286

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1 five-color 50" x 65"	245.54	7.0154	7.5551	262.73	7.5066	8.0840	267.64	8.5645
1 five-color 50" x 72"	248.33	7.0951	7.6409	265.71	7.5917	8.1757	270.68	8.6618
1 five-color over 72"	252.62	7.2177	7.7729	270.30	7.7229	8.3169	275.36	8.8115

#### OFFSET PRESSES

Duplicators, Multiliths <sup>1</sup> Small Offset Presses (all press sizes up to the larger dimensions of the maximum size of the sheet) :

##### \*15" and Under:

1 cyl. press ass't for one	\$210.35	\$6.0100	\$6.4723	\$225.07	\$6.4306	\$6.9252	\$229.28	\$7.3370
1 pressman (job) for two								

\*Where above presses have two heads, or color cylinders, 1 pressman (job) for one

210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3370

##### \*\*16" up to and including 20":

Multi-printing front and back with one T51 head and numbering unit	246.33	7.0380	7.5794	263.57	7.5306	8.1098	268.50	8.5920
1 pressman (job) for one	210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3370
1 pressman (cylinder) for two	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237

\*\*Where above presses have two heads, or color cylinders, 1 pressman (cylinder) for one

235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237

##### Single color offset presses:

Over 20" up to and including 45"	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Over 45"	238.87	6.8249	7.3498	255.59	7.3026	7.8643	260.37	8.3318

##### Two-color offset presses:

Up to and including 45"	239.97	6.8563	7.3837	256.77	7.3363	7.9006	261.57	8.3702

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	DAY SHIFT			NIGHT SHIFT			THIRD SHIFT	
	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly Mon. to Thurs.	Hourly Friday	Weekly	Hourly
46" up to and including 60"	243.42	6.9549	7.4898	260.46	7.4417	8.0142	265.33	8.4906
61" up to and including 72"	246.87	7.0534	7.5960	264.15	7.5471	8.1277	269.09	8.6109
73" and over	250.32	7.1520	7.7022	267.84	7.6526	8.2412	272.85	8.7312
Four-color offset presses:								
Up to and including 50"	252.62	7.2177	7.7729	270.30	7.7229	8.3169	275.36	8.8115
51" up to and including 61"								
1st pressman	256.07	7.3163	7.8791	273.99	7.8283	8.4305	279.12	8.9318
2nd pressman	241.12	6.8891	7.4191	258.00	7.3714	7.9385	262.82	8.4102
62" and over:								
1st pressman	259.52	7.4149	7.9852	277.69	7.9340	8.5443	282.88	9.0522
2nd pressman	241.12	6.8891	7.4191	258.00	7.3714	7.9385	262.82	8.4102

#### WEB OFFSET PRESSES

1-unit, 2 plate cylinders, web width 18" up to and including 38½", pressman	\$242.00	\$6.9143	\$7.4462	\$258.94	\$7.3983	\$7.9674	\$263.78	\$8.4410
web width, 39" up to and including 55", pressman	244.12	6.9749	7.5114	261.21	7.4631	8.0372	266.09	8.5149
2-unit, 4 plate cylinders, web width 18" up to and including 38½", pressmen	244.30	6.9800	7.5169	261.40	7.4686	8.0431	266.29	8.5213
web width, 39" up to and including 55", pressman	250.32	7.1520	7.7022	267.84	7.6526	8.2412	272.85	8.7312
3-unit, 6 plate cylinders, web width, 18" up to and including 38½".								
1st pressman	244.57	6.9877	7.5252	261.69	7.4769	8.0520	266.58	8.5306
2nd pressman	238.82	6.8234	7.3483	255.54	7.3011	7.8628	260.31	8.3299

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web width, 39" up to and including 55", 1st pressman	250.32	7.1520	7.7022	267.84	7.6526	8.2412	272.85	8.7312
2nd pressman	241.12	6.8891	7.4191	258.00	7.3714	7.9385	262.82	8.4102
4-unit, 8 plate cylinders, web width, 18" up to and including 38½"								
1st pressman	250.32	7.1520	7.7022	267.84	7.6526	8.2412	272.85	8.7312
2nd pressman	239.97	6.8563	7.3837	256.77	7.3363	7.9006	261.57	8.3702
web width, 39" up to and including 55", 1st pressman								
1st pressman	256.07	7.3163	7.8791	273.99	7.8283	8.4305	279.12	8.9318
2nd pressman	242.27	6.9220	7.4545	259.23	7.4066	7.9763	264.07	8.4502
5-unit, 10 plate cylinders, web width, 31" up to and including 38½", 1st pressman								
1st pressman	252.62	7.2177	7.7729	270.30	7.7229	8.3169	275.36	8.8115
2nd pressman	238.82	6.8234	7.3483	255.54	7.3011	7.8628	260.31	8.3299
3rd pressman (job)	210.35	6.0100	6.4723	225.07	6.4306	6.9252	229.28	7.3319

#### \* \* PREPARATORY JOURNEYMAN

Cameraman	\$235.77	.7363	\$7.2545	\$252.27	\$7.2077	\$7.7622	\$256.99	\$8.2237
Cameraman, color separation	239.22	6.8349	7.3606	255.97	7.3134	7.8760	260.75	8.3440
Cameraman, 4/c process separation	250.32	7.1520	7.7022	267.84	7.6526	8.2412	272.85	8.7312
Stripper	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Stripper, color	239.22	6.8349	7.3606	255.97	7.3134	7.8760	260.75	8.3440
Stripper, 4/c process	242.67	6.9334	7.4668	259.66	7.4189	7.9895	264.51	8.4643
Platemaker, all except deep etch	235.77	6.7363	7.2545	252.27	7.2077	7.7622	256.99	8.2237
Platemaker, deep etch	239.22	6.8349	7.3606	255.97	7.3134	7.8760	260.75	8.3440

\*\* When a black and white cameraman, platemaker or stripper is assigned to color separation, deep etch or 4/c process work, he shall be paid the higher scale for the period so assigned. The higher scale shall not apply for such work where it is experimental or the journeyman is being trained on the more skilled process.

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**NEW APPRENTICESHIP PROGRAM**  
**Effective February 1972**

<b>APPRENTICE JOB PRESSMEN</b>	<b>Weekly</b>	<b>DAY</b>		<b>NIGHT</b>	
		<b>Mon. to Thurs.</b>	<b>Friday Only</b>	<b>Mon. to Thurs.</b>	<b>Friday Only</b>
First year, scale of Job Press Assistant	\$178.27	\$5.0929	\$5.4846	\$190.74	\$5.4500
Second year, 25% of Job Pressmen scale	186.29	5.3229	5.7323	199.33	5.6957
Third year, 50% of Job Pressmen scale	194.31	5.5514	5.9785	207.91	5.9400
Fourth year, 75% of Job Pressmen scale	202.33	5.7814	6.2262	216.49	6.1857
Thereafter, full Job Pressmen scale	210.35	6.0100	6.4723	225.07	6.4300

**APPRENTICE CYLINDER PRESSMEN  
AND/OR APPRENTICE OFFSET  
PREPARATORY DEPARTMENTS**

First year, scale of Job Pressmen	\$210.35	\$6.0100	\$6.4723	\$225.07	\$6.4300	\$6.9246
Second year, 25% of Cylinder Pressmen scale	216.71	6.1914	6.6677	231.88	6.6257	7.1354
Third year, 50% of Cylinder Pressmen scale	223.07	6.3729	6.8631	238.68	6.8200	7.3446
Fourth year, 75% of Cylinder Pressmen scale	229.42	6.5543	7.0585	245.48	7.0143	7.5538
Thereafter, full Cylinder Pressmen scale	235.77	6.7357	7.2538	252.27	7.2071	7.7615

**APPRENTICE WEB AND/OR MULTI  
COLOR PRESSMEN**

First year, scale of Cylinder Assistant	\$211.89	\$6.0543	\$6.5200	\$226.72	\$6.4771	\$6.9754
Second year, 25% of Web and/or Multi Color Pressmen scale	219.42	6.2686	6.7508	234.78	6.7086	7.2246

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Third year, 50% of Web and/or Multi Color Pressmen scale	226.95	6.4843	6.9831	242.84	6.9386	7.4723
Fourth year, 75% of Web and/or Multi Color Pressmen scale	234.48	6.7000	7.2154	250.89	7.1686	7.7200
Thereafter, full Web and/or Multi Color Pressmen scale	—	—	—	—	—	—

**\* \*APPRENTICES IN OFFSET  
PREPARATORY DEPARTMENTS**

\* \*Inexperienced employees with a minimum of one (1) year employment in a shop covered under the Printers League-Local 51 contract.

First year, 65% of Cylinder Pressmen scale	\$153.25	\$4.3786	\$4.7154	\$163.98	\$4.6857	\$5.0462
Second year, 74% of Cylinder Pressmen scale	174.50	4.9857	5.3692	186.72	5.3343	5.7446
Third year, 83% of Cylinder Pressmen scale	195.69	5.5914	6.0215	209.39	5.9829	6.4431
Fourth year, 92% of Cylinder Pressmen scale	216.91	6.1971	6.6738	232.09	6.6314	7.1415
Thereafter, full Journeymen scale—Prep. Dept.	235.77	6.7357	7.2538	252.27	7.2071	7.7615

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**JOURNEYMAN VACATION CREDITS**  
**Effective Shifts Worked on or after April 8, 1971**

Base Scales <b>DAYs</b>	Per Shift Vacation Credit	Base Scales <b>NIGHTs</b>	Per Shift Vacation Credit	Base Scales <b>THIRD</b>	Per Shift Vacation Credit
\$210.35	34.25	\$225.07	4.55	\$229.28	4.63
211.35	4.27	226.14	4.57	230.37	4.65
212.42	4.29	227.29	4.59	231.54	4.68
214.49	4.33	229.50	4.63	233.79	4.72
216.60	4.37	231.76	4.68	236.09	4.76
216.97	4.38	232.16	4.69	236.50	4.77
235.77	4.76	252.27	5.09	256.99	5.19
237.86	4.80	254.51	5.14	259.27	5.23
238.82	4.82	255.54	5.16	260.31	5.25
238.87	4.82	255.59	5.16	260.37	5.25
239.22	4.83	255.97	5.17	260.75	5.26
239.93	4.84	256.73	5.18	261.52	5.28
259.97	4.84	256.77	5.18	261.57	5.28
240.99	4.86	257.86	5.20	262.68	5.30
241.12	4.87	258.00	5.21	262.82	5.31
241.23	4.87	258.12	5.21	262.94	5.31
242.00	4.88	258.94	5.22	263.78	5.32
242.27	4.89	259.23	5.23	264.07	5.33
242.55	4.90	259.53	5.24	264.38	5.34
242.67	4.90	259.66	5.24	264.51	5.34
243.24	4.91	260.27	5.25	265.13	5.35
243.42	4.91	260.46	5.26	265.33	5.35
244.12	4.93	261.21	5.28	266.09	5.37
244.30	4.93	261.40	5.28	266.29	5.37
244.51	4.93	261.63	5.28	266.52	5.38
244.57	4.94	261.69	5.29	266.58	5.38
245.54	4.96	262.73	5.30	267.64	5.41
246.19	4.97	263.42	5.32	268.35	5.42
246.33	4.97	263.57	5.32	268.50	5.42
246.87	4.98	264.15	5.33	269.09	5.43
248.30	5.01	265.68	5.36	270.65	5.46
248.33	5.01	265.71	5.36	270.68	5.46
250.32	5.05	267.84	5.40	272.85	5.50
252.62	5.10	270.30	5.46	275.36	5.56
256.07	5.17	273.99	5.53	279.12	5.64
259.52	5.24	277.69	5.61	282.88	5.71

Gerald L Ex-7 FOR 12 206a  
Feb 11/2/73

1/16/73 - Millin what we agree to  
To Day -

Sec 1-6 - in principle

Sec 9-16 - in principle

Sec 31-33 in principle

Sec 4-10 Hoh. agreed.

Qualifications OK -

Sec 38-39. in principle

Sec 43 - in principle

Sec 44-46 in principle

Sec 47-48 in principle

Sec 49-50 - 52 - 53 - 56 - 57 - 58 - 59 in principle

Sec 60 - in principle

The Union and employer agree to the sections  
above in principle with the necessary  
changes in names where needed.

J. J. D. B. B.  
John D. B. B.  
John D. B. B.

Opall C. L. 8A Feb. 2  
Feb 11/12/73

207a

Milbin 1/25/73. What we agree -

Page 1-

Sec - 65-66-67-68-

Sec 69- with on Pressure up to 6/c count  
One to foreman counting.

Sec 71-72-73- + Overall Clause on operation  
of Shop -

Sec 74-out -

Sec 75-77- Sec 76 Out-

Markem Presses- One man to 3 presses -

~~Job Categories~~ - 175<sup>800</sup>/<sub>7X</sub> changed 6/19/73

Sec 78-

Sec 79- Rewrite according to our equipment  
with understanding that any new  
equipment will be negotiated for before  
it goes into operation

Sec 80 - out

Sec 81- i. leave out from "First Question"

Sec 82

Sec 83 Out-

With Employer agrees to the actions above in  
principle with necessary changes in names where  
needed and modifications as above. John, side

Group C F. 36 RPI<sup>2</sup>  
For 11/12/73

208a

1/26/73 - Milbin

\*\* We make ~~offer~~ offer - Puride SAL -  
6/100  
+2 mo -  
MAR 73 Now 15%  
Sept 73 6 mo 15%  
MAR 74 1 yr 15% Differences  
Sept 74 18 mo 15% of what getting now  
MAR 75 24 mo 15% what scales to be  
Sept 75 30 mo 15% what going to be  
More 76 36 m. - Scale - To +2 - Sept 76.  
1/100 MAR 73 Now - Welfare - 4.12% Gross.  
Sept 74 Pension - 5.14% Gross  
Dec 73 - Labor Security 7.60 Per WK. 5 DAY DAILY.  
~~Jan 74~~ - 15 SUB 2% Gross.

Sum 73 - VAC; 1 wk Now - ALL 3 wks.  
Sum 74 4 wks.  
April 74 VAC FUND  
Sum 75 UNION.

D-H-FRS - Job -  
38 3/4 slow - Sat  
37 1/2 MAR 74 Sun  
36 1/4 MAR 75 Sun.  
34 1/2 MAR 76 Contract

Job Duty - 15 + 1 life of contract.

Death leave - Contract - Now -

209a

Sick PAY - INCREASE Now 4 DAYS.

April 1974 Contract

O.T. Reg - To MAR 74 -  $1\frac{1}{2}$  x OT

SAT -  $1\frac{3}{4}$  x -

Hol.d. SAME AS SAT + DAY -

Hol on SAT - FRIDAY - off -

SUNDAY - 2x

After Mar 74 according to contract

Qfu'L C EX 94R12

by 11/12/73

210a

AREA CODE 516 -- 293-7300

# MILBIN PRINTING INC.

SPECIALISTS TO THE MOVING, STORAGE AND TRANSPORTATION INDUSTRIES



135 SCHMITT BOULEVARD  
FARMINGDALE, N. Y. 11735

January 18th 1973

Messrs. Julius Seide  
Jack Devenis  
Local 51  
Printing Pressmen  
200 Park Avenue, South  
New York, New York 10003

Dear Jack and Julie:

You're a great pair of bargainers, but you've gotten me in an awful mess with my brothers and I have to make some changes in what we discussed earlier.

We had a meeting yesterday to review everything that took place at our bargaining session on Tuesday. They feel I did more than they had authorized me to do and to quote one of them, I had "given away the company" by agreeing in principle to so many recommendations. We had a bad time, but I was finally able to convince them to go along with everything with one exception.

The one exception is that the company cannot and does not agree at this time to give you a guaranteed union membership for all the employees until we agree on the monetary issues. As one of my brothers put it, and I now have to agree, having thought out the matter further, that it is probably one of the most important issues to the union and it should not be given until we first have an agreement from you regarding our economic situation that is satisfactory to us. Therefore, Section 3 of the contract, which requires everyone to be in the union, is an open issue until we reach agreement on the economics.

I am sorry to have to do this, but I must if I am to be able to live with my brothers and be able to negotiate with you. Since we have made such headway on all of the other parts of the agreement, which include areas concerning the holidays and the death leave, I am sure we can make progress on the remaining matters as long as you will agree to be reasonable about the economics.

211a

- 2 -

January 18th 1973

Messrs. Julius Seide and Jack Devenis

I look forward to your coming up with some new proposals that are more in line with our company's situation. Please excuse me for this, but you can blame it on your own persuasiveness -- I opened my mouth before I realized what I was doing.

Thank you in advance for being fair and considerate.

Very truly yours,

MILBIN PRINTING, INC.

  
Dan Cooper  
Officer

DC/ec

April (Ex 10 for 2

Jy 11/12/73)

212a

AREA CODE 516 - 293-73

# MILBIN PRINTING INC.

SPECIALISTS TO THE MOVING, STORAGE AND TRANSPORTATION INDUSTRY



135 SCHMITT BOULEVARD  
FARMINGDALE, N.Y. 11735

July 11th 1973

Mr. Julie Seide  
New York Printing Pressman &  
Offset Workers Union #51  
I.P.P. & A.U., AFL-CIO  
200 Park Avenue South  
New York, New York 10003

Dear Julie:

We had another very pleasant meeting on the 5th of July, although you know my mind really wasn't on it, due to the fact my son was getting married and I had so many chores to complete.

I have compared your proposals of this date with the economic issues you agreed to on June 19th, where you did not agree to our position on union security.

Julie, now that I have had a chance to look over the new proposal in which you are willing to accept a lower monetary settlement for the employees in addition to requiring them to pay dues or maintenance, as you call it, it seems to me that you are very unfair to the employees involved. As you know, my brothers and I have always given everyone in our plant as much as we possibly could.

If I agreed to your new proposals, the way you wrote them, I would be playing a dirty trick on the employees who have worked with us for many years. No matter what you or anyone else says, Julie, I can't do this in good conscience. As I have told you on numerous occasions, I will not force any person in the employ of our companies to contribute to, or join, any organization against his will. I certainly will not ask or expect employees to take less pay in order to get a contract which forces those who did not go on strike to pay tribute to your union.

Furthermore, Julie, you agreed on June 19th to omit the Local 51 welfare and pension and to continue our benefits in these areas. Then, on July 5th, you insisted on the union benefits. You also changed your position on many other agreements that you had accepted at our previous meeting.

Called 7/19/73  
4PM

July 11th 1973

Mr. Julie Seide

Julie, you are the professional at bargaining and I am only a novice, but I frankly don't believe that what you've done is fair bargaining for the people you represent and it certainly does not seem to be getting us anywhere.

At this writing I feel very confused and don't know what else to say, except, I hope you had a pleasant vacation and I still look forward to taking mine.

Sincerely,

MILBIN PRINTING, INC.

Dan Cooper

DC/ec

6-1 C Ex 11 for 12  
Th 11/12/73

214a

HUGH P. HUSBAND, JR.  
ATTORNEY AT LAW  
MAIN STREET  
BRIDGEHAMPTON, N. Y. 11932  
(516) 537-0020  
(212) 242-3053

September 17, 1973

Mr. Julius Seide  
8 Silversmith Lane  
Levittown, New York 11756

Dear Julie:

(September 22, 1973: I had drafted the letter below earlier this week, after some conversations with Dan Cooper, but because of three days of hearing in New York City I wasn't able to get it off to you any earlier. I am going to send it to you as originally drafted, however, plus the addition of this explanatory lead-in paragraph, even though we are already committed to negotiating this Monday with the FMCS. Since we are going into negotiations, it will be even more helpful to have this before you and the mediator so as to outline the company's position on the issues you raised at the last meeting.)

As you know, I have endeavored to stay out of your negotiations with Dan Cooper. However, Mr. Cooper today called me about your discussions on September 11th, explained to me what had transpired, and had a number of questions about what was going on. On the basis of his questions and comments, I thought it was desirable, so that there would not be any misunderstanding, to get on record the company's position on the eleven points that you raised at that meeting.

1. Christmas Bonuses: Mr. Cooper is confused at your bringing this new issue up for the first time now, after over twenty bargaining sessions, but the company will bargain with you regarding possible bonuses for employees. However, we must have a clearer understanding of what the union's position on this item is. I would also note that bonuses are not in any way mentioned in the standard contract of Local 51.

- 2 -

2. Sections 51, 54 and 55 of the Standard Contract: It was Mr. Cooper's understanding that he had already agreed to these paragraphs quite awhile back. In any event, the company accepts them now, in exactly the form they are in the standard contract.

3. Hiring of New Employees: Another brand new item. You demanded that before the company hire any new employees, Local 51 be notified and have the opportunity to fill that job with a union member at full "standard contract" wage and benefit rates before the company attempted to fill the job elsewhere. Further, you demanded that if the company did not hire through the union, and obtained a stranger for the position, that the new employee would have to join the union.

Now as to the first of these points: Besides being a new item, this issue is not covered in the standard contract. We cannot give you a full answer about the company's position regarding it, because your demand is too vague in its present form.

The second part of your third demand, that new employees employed by the company would have to join the union, has already been covered. Mr. Cooper has indicated on a number of occasions that he will not force employees to pay dues or fees to the union as a condition of employment, which covers this point.

4. Union Bulletin Board: Another new "demand". As Mr. Cooper indicated at the meeting, the company accepts your proposal on this and will agree to a clause in the contract to allow the union to post a bulletin board.

5. Production Work by the Cooper Brothers: As Mr. Cooper indicated to you at the September 11th meeting and on previous occasions, the Cooper brothers will not replace any regular employee, but will continue to do production work whenever the needs of the business require it. Mr. Cooper also noted that you had previously agreed to this approach.

- 3 -

6. Furnishing the Union with a Copy of the Pension Plan: Dan Cooper will be mailing you this under separate label. Naturally, you are entitled to it and we will give it to you; you are particularly entitled to it since you agreed to a continuation of the company's pension plan at your negotiations in June. ✓

7. Subcontracting of Work: You apparently made some demand that the company not subcontract work in the future if it might result in the loss of overtime to any of the employees. This, too is a new demand that is not covered in Local 51's standard contract. The company flatly rejects your proposed restriction on subcontracting, for subcontracting is a vital part of Milbin's business and always has been. We further believe that Milbin's subcontracting of work makes the company more efficient and enables it to work more effectively, which is a benefit to both the employees and the company. If you have any other proposals on subcontracting Milbin is willing to hear them.

8. Partial Closure - Plant Relocation: I gather that you have demanded a contractual restriction on the company's right to partial closure of the plant or a plant relocation. This too is a brand new demand that is outside the coverage of your standard contract. Naturally, the company cannot agree in advance to any flat prohibition to a partial closure or a plant relocation and you did not get into specifics on this subject. We, therefore, reject your proposal as being completely unrealistic and out of tune with the needs of the employees and the business. But, if you have any other proposals on these matters, the company is willing to consider them.

2 W/UR  
D. W. H.  
Date

9. Severance Pay: Here again, your demand is beyond the scope of your standard contract and is completely new and never was discussed previously. The company certainly is willing to bargain with you over severance pay for permanently laid off employees. However, you did not provide Mr. Cooper with any specifics, so we can get no further on this until you do so.

- 5 -

2. After 18 weeks of strike.

3. After ULP charges had been dismissed regarding Milbin's subcontracting and relocation.

4. After you had agreed, and then reversed yourself, on giving wage increases for the employees.

5. After a ULP complaint had been issued against the company regarding "good faith" bargaining.

6. After you and your contract both had indicated that over-scale payments were acceptable to the union as a private matter to be worked out between the company and the individual employees.

Besides all these new "demands", there is little substance to them in that you have not specified what you want, nor have you given us any contract language to consider.

Nevertheless, we will consider and bargain with you regarding any and all of your new demands. Please contact Dan Cooper if you want to set up another meeting.

I would also suggest again that you seriously consider bringing in an agent of the Federal Mediation Service as a mediator. Call me on this if you want to discuss it further.

Very truly yours,

Hugh P Husband Jr.  
Hugh P. Husband, Jr.

219a

November 2, 1973

Mr. De Cooper  
Milbin Printing Company  
135 Schmidt Blvd.  
Farmingdale, New York

Dear Mr. Cooper:

Local #51 wishes to continue negotiations with Milbin Press. We are available to meet at Local #51, 200 Park Avenue South, New York City, New York, at any time convenient to both of us.

Please contact Business Representative Julius Seide at OR-4-4580 to arrange a time for such a meeting.

Yours truly,

Julius Seide  
Business Representative

Paul C. 8-13-1013

Tue 11/12/73

220a

HUGH P. HUSBAND, JR.  
ATTORNEY AT LAW  
MAIN STREET  
BRIDGEHAMPTON, N. Y. 11932  
—  
(516) 527-0020  
(212) 242-8053

November 8, 1973

Mr. Julius Seide  
Local 51  
IPPAUNA  
200 Park Avenue South  
New York, New York

Dear Mr. Seide:

I am writing in response to your letter of November 2, 1973 in which you proposed another bargaining meeting with Mr. Cooper regarding employees at Milbin Printing Company.

This is to inform you that Mr. Cooper and the officers of Milbin Printing do not believe that you represent a majority of the employees at said company and they base that belief on very solid, convincing evidence. As a result, therefore, they will not meet with you as the employee representative unless you present convincing proof to them of your majority status.

Very truly yours,

*Hugh Husband*

Hugh P. Husband, Jr.

HH/cf



STATE OF NEW YORK  
CITY OF NEW YORK  
COUNTY OF NEW YORK } ss.:

Kenneth A. Posner, K , being duly sworn, deposes and

says, that he is over 18 years of age. That on the 9<sup>th</sup> day of

February , 1976 , he served 2 copies of

the attached Appendix on

the attorney for the Respondent

herein by depositing the same, properly enclosed in a securely sealed

post-paid wrapper , in a U. S. Post Office at 90 Church Street, New

York City, directed to said attorney as at follows

General Counsel  
National Labor Relations Board  
1717 Pennsylvania Avenue  
Washington D.C. 20570

th being the place where he maintains his offices for the

regular transaction of business, and the last address mentioned in

the papers last served by him

Sur a Post

Sworn to before me this

9<sup>th</sup> day of February , 1976 .

Monroe D. Rosen

MONROE D. ROSEN  
Notary Public, State of New York  
No. 24-4816590  
Qualified in Kings County  
Commission Expires March 30, 1977